Perceptive Software, Inc.   Master Agreement

THIS AGREEMENT (the "Agreement") is made this 13th day of June, 2008 ("Effective Date"), by and between Perceptive Software, Inc., a Delaware corporation, located at 22701 West 68th Terrace, Shawnee, Kansas 66226 ("Perceptive Software"), and the State of South Dakota with offices located at 500 E. Capitol, Suite 216, Pierre, South Dakota 57501("Customer").

WHEREAS, Customer desires to acquire a document management, imaging and workflow system consisting of computer hardware, software, and services;

WHEREAS, Customer desires to acquire certain perpetual, non-exclusive and non-transferable licenses for the use of Perceptive Software's ImageNow® software and documentation (the "Software") on certain terms and conditions as set forth in the Software License Agreement (as described in Section 1 below);

WHEREAS, Customer desires that Perceptive Software provide certain support services with respect to the Software and maintain the Software by providing Customer upgrades, enhancements and new releases of the Software, and Perceptive Software desires to provide such support services and maintenance on the terms and conditions set forth in the Software Maintenance Support Summary (as described in Section 2 and Schedule B below);

WHEREAS, Customer desires to purchase certain professional services from Perceptive Software on the terms and conditions as set forth in this Agreement; and

WHEREAS, Customer may desire to purchase certain computer hardware from Perceptive Software on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein and for other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1.   **License.** Perceptive Software, as licensor, upon Customer's payment of the license fees provided in this Agreement, hereby grants to Customer perpetual, non-exclusive and non-transferable licenses to use the Software as described on Schedule A attached hereto, as amended from time to time (each a "License" and collectively, the "Licenses") upon the terms and conditions of the Software License Agreement accompanying the Software, a copy of which is attached to this Agreement as Schedule C (the "Software License Agreement"). The license fee for each License of the Software, as set forth in the Summary of Scope and Fees attached to this Agreement as Schedule A, is a one-time fee and is due and payable as provided in Schedule A.

2.   **Software Standard Maintenance Services and Support.** Perceptive Software, upon Customer's payment of the annual fees provided in this Agreement, shall provide Customer with support services with respect to the Software and shall provide maintenance for the Software by providing Customer with upgrades, enhancements and new releases of the Software, each upon the terms and conditions as set forth in the Software Maintenance and Support Summary attached to this Agreement as Schedule B (the "Maintenance and Support"). The annual fee for the Maintenance and Support shall be determined and shall be due and payable as provided in Schedule A. The Maintenance and Support may not include new editions of the Software or other software programs offered by Perceptive Software that offer functionality separate from and unique to the Software, or otherwise has a value and quality separate from the Software, any of which Perceptive Software may price, market and offer separately from the Software.

3.   **Professional Services.** Perceptive Software shall provide Customer the Professional Services as described in Schedule A attached to this Agreement (the "Professional Services"), subject to the terms and conditions of this Agreement. In consideration for Perceptive Software's provision of the Professional Services, Customer shall pay to Perceptive Software the fees as described in Schedule A, such fees which shall be payable according to the payment terms described in Schedule A.

4.   **Out-of-Scope Services.** Perceptive Software may provide additional out-of-scope services, as may be agreed to between Perceptive Software and Customer from time to time. In each such event Perceptive Software shall invoice Customer for all fees accrued and all reimbursable expenses incurred by Perceptive Software in providing such out-of-scope services, and Customer shall pay the invoiced amount within 30 days following receipt of such invoice.

5.   **Responsibilities of Customer.**

      (a)   Computing and Networking Resources. Customer shall be solely responsible, at Customer's expense, for obtaining and making available all other hardware and software necessary for implementation and execution of the Software in a timely fashion, ensuring that such hardware and software meets or exceeds the required specifications provided by Perceptive Software to Customer, and shall be solely responsible, at Customer's expense, for operating and providing ongoing maintenance for all such hardware and software necessary for implementation and execution of the Software. Perceptive Software shall provide the hardware and software for the implementation and execution of the Software as specifically listed in Schedule A attached to this Agreement, if any. The prices for any such hardware and software are set forth in Schedule A and are due and payable as provided in Schedule A. Customer shall not operate the Software in conjunction with any other software, whether proprietary or Customer's own, without the prior approval of Perceptive Software.

(b) <u>Access and Work Area.</u> Customer shall provide Perceptive Software with timely access to Customer's facilities and to an adequate work area to perform Software and hardware installation and configuration services as contemplated in this Agreement.

(c) <u>Customer Staff.</u> Customer, at Customer's expense, shall provide timely participation of Customer's necessary functional and/or information technology staff necessary for the timely delivery of the Professional Services as contemplated in this Agreement.

6. **Confidential and Proprietary Information.** Perceptive Software and Customer each acknowledge that all information concerning the other is "<u>Confidential and Proprietary Information</u>," whether furnished or obtained orally, visually or in written form and which includes, without limitation, technology, know-how, trade secrets, processes, ideas, improvements, inventions and other intangible or intellectual property rights, whether patentable or not, patents pending and other technical, business, commercial, financial and customer information. Perceptive Software and Customer (each a "<u>Receiving Party</u>," as the case may be) will hold the Confidential and Proprietary Information disclosed to it by the other party (the "<u>Disclosing Party</u>") in confidence and, except to the extent required by law or unless authorized in writing by the Disclosing Party, agree not to permit the duplication, use, publication, disclosure or display, in writing, electronically or otherwise, of any such Confidential and Proprietary Information or any information derived therefrom to any person or other entity. To the extent a Receiving Party discloses any Confidential and Proprietary Information to its employees and officers, such disclosure shall be on a limited need-to-know basis and the Receiving Party shall obligate all of its officers and employees to whom the Confidential and Proprietary Information is communicated to abide to the same conditions of confidence and non-use required by the Receiving Party under this Agreement. The Receiving Party shall not use any part of the Confidential and Proprietary Information for any purpose at any time other than for the purposes of performing its obligations under this Agreement.

Confidential and Proprietary Information will not include information which (i) is now or hereafter becomes available to the public through no fault of the Receiving Party, (ii) was rightfully within the Receiving Party's possession without restriction on disclosure prior to the date of this Agreement, (iii) was independently developed by the Receiving Party without reference to any Confidential and Proprietary Information, (iv) was rightfully disclosed to the Receiving Party by a third party without any violation of an obligation of confidentiality by the third party disclosing such information. If a Receiving Party becomes compelled by law to disclose Confidential and Proprietary Information, the Receiving Party will (i) promptly notify the Disclosing Party, and (ii) exercise all reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential and Proprietary Information. Any violation of this Section 6 shall be considered a material breach of this Agreement.

Each of the parties acknowledge that, as between Perceptive Software and Customer, each is the sole and exclusive owner of its own Confidential and Proprietary Information. Customer further acknowledges that, as between Perceptive Software and Customer, Perceptive Software is the sole and exclusive owner of the Software including all upgrades, enhancements and new releases of the Software which may be provided from time to time under this Agreement, subject only to the rights granted to Customer under the Software License Agreement, which Customer agrees shall govern each such upgrade, enhancement and new release of the Software provided to Customer by Perceptive Software.

Customer shall take all reasonable steps to safeguard the licensed Software so as to ensure that no unauthorized person shall have access to it, and that no persons authorized to have access shall make any unauthorized copy. Customer shall promptly report to Perceptive Software any unauthorized disclosure or any unauthorized use of any licensed Software of which it becomes aware and shall take such further steps as may reasonably be requested by Perceptive Software to prevent unauthorized use of the Software.

Because unauthorized use or transfer of the licensed Software may substantially diminish the value of such materials and irrevocably harm Perceptive Software, if Customer breaches the non-disclosure and security provisions of this Agreement, Perceptive Software shall be entitled to equitable relief including, but not limited to, injunctive relief, in addition to other remedies afforded by the law, to prevent a breach of those parts of this Agreement.

7. **Representations, Warranties and Disclaimers.** Perceptive Software represents and warrants that it has the legal right to enter into this Agreement, to grant a license of the Software as provided in this Agreement, and to provide the Maintenance and Support and Professional Services to Customer. Perceptive Software further warrants that to its knowledge no information, products or services provided, disclosed or made available to Customer by Perceptive Software infringes any patent, copyright, trademark, trade secret, confidentiality or other proprietary rights of any third party and that the Maintenance and Support and the Professional Services will be performed in a workmanlike and professional manner, consistent with all applicable statutes, regulations or ordinances, and within applicable industry standards. Except as provided above, the representations and warranties made with respect to the Software, the Maintenance and Support and the Professional Services shall be limited as provided in the Software License Agreement.

THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Indemnification.**

    (a) <u>Indemnification by Perceptive Software.</u> Except as limited in Sections 8(c) and 8(d) below, Perceptive Software agrees to hold harmless, indemnify and, at Customer's request, defend Customer, its affiliates and their respective officers, directors, agents and employees (collectively, "<u>Customer Parties</u>") from and against any and all claims (including any and all liabilities, damages, losses, costs and expenses and reasonable attorneys' fees arising therefrom) to the extent arising out of any action or proceeding brought by a third party against any one or more of the Customer Parties concerning the Software or any services provided under this Agreement, including, without limitation, any claim by a third party against Perceptive Software alleging that the Software, any services, or any products, upgrades, enhancements or processes provided under this Agreement or the Software License Agreement infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party.

    (b) <u>Indemnification by Customer.</u> Except as limited in Sections 8(c) and 8(d) below, Customer agrees to hold harmless, indemnify and, at Perceptive Software's request, defend Perceptive Software, its affiliates and their respective officers, directors, agents and employees (collectively, "<u>Perceptive Software Parties</u>") from and against any and all claims (including liabilities, damages, losses, costs and expenses and reasonable attorneys' fees) to the extent arising out of any action or proceeding brought by a third party against any one or more of the Perceptive Software Parties related to any act or omission of Customer or performance or non-performance by Customer of any term of this Agreement, the Software License Agreement or any other agreement between Perceptive Software and Customer.

    (c) <u>Conditions.</u> The foregoing indemnity obligations shall be contingent upon the party seeking indemnity (i) giving prompt written notice to the other party of any claim, demand, or action for which indemnity is sought, (ii) fully cooperating in the defense or settlement of any such claim, demand or action, and (iii) obtaining the prior written agreement of the indemnifying party to any settlement or proposal of settlement, which agreement shall not unreasonably be withheld.

    (d) <u>Limitation of Liability.</u> Any other terms of this Agreement or the Software License Agreement notwithstanding, under no circumstances shall Perceptive Software or Customer be liable to the other or any person claiming through the other, whether in contract, tort or otherwise, for any loss of profits, loss of use of equipment, loss or corruption of data or indirect, incidental, special, exemplary or consequential damages, or for any payment related to or as a result of such losses or damages arising out of or otherwise related to this Agreement, the Software License Agreement, the Software or any hardware or services provided under this Agreement, whether or not advised of the possibility of such losses and without regard to any determination that any remedy specified in this Agreement fails its essential purpose. Any other terms of this Agreement or the Software License Agreement notwithstanding, Perceptive Software and Customer each acknowledge that any amounts that either Perceptive Software or Customer are required to pay to a third party which are eligible for indemnification as provided in Section 8(a) or Section 8(b) above shall be deemed direct damages and shall not be limited by this Section 8(d), notwithstanding the characterization of such damages to such third party. In the event of a claim by a third party against Perceptive Software alleging that the Software infringes any proprietary right of such third party, Perceptive Software may, at its option, either procure a license to enable Customer to continue to use the Software, develop a non-infringing substitute to the Software reasonably acceptable to Customer, or terminate this Agreement and the Software License Agreement and, as Customer's sole and exclusive remedy, refund to Customer the license fees paid by Customer to Perceptive Software for the Licenses of the Software, together with the Maintenance and Support fees allocable to the remainder of the then current Maintenance and Support term. Perceptive Software shall have no obligation with respect to any claim that arises from (a) any modification of the Software by the Customer or any third party; (b) Customer's combination, operation or use of the Software with any software, product, data or apparatus not furnished or approved by Perceptive Software; or (c) use by the Customer of any third party software other than in accordance with the license agreements for such software, whether or not such license agreements are provided to Perceptive Software. Neither party's cumulative liability to the other party or to any third party under this Agreement or the Software License Agreement shall exceed an amount equal to the license fees paid by Customer to Perceptive Software for the Software.

9. **Term and Termination of Maintenance and Support.**

    (a) <u>Initial Term and Renewal Terms.</u> Perceptive Software's obligation to provide Maintenance and Support shall have an initial term commencing on the date of Perceptive Software's initial invoice to Customer for the Software and Maintenance and Support and expiring on the first anniversary of the installation of the Software (the "Initial Term"), and shall renew for additional terms of one (1) year (each a "Renewal Term," and the Initial Term and each Renewal Term, a "Term") upon Customer's timely payment of the annual fee for Maintenance and Support for the next successive Renewal Term. Not less than thirty (30) days prior to the expiration of the then current Term, Perceptive Software shall provide Customer, by e-mail or regular mail, a Maintenance and Support renewal notice and invoice for the annual fee for the Maintenance and Support for the next successive Renewal Term.

    (b) <u>New Editions.</u> Perceptive Software may, from time to time, offer new editions of the Software. Following the release of such new editions, Perceptive Software shall continue to support the two (2) previous major releases of the Software, together with other releases of the Software released during the twelve (12) month period preceding

the shipping date of the earlier of such previous major releases. A current list of supported versions of the Software is provided at the product support page of Perceptive Software's Product Support Portal (described in Schedule B). Perceptive Software reserves the right to discontinue Maintenance and Support of previous editions of the Software if a manufacturer or the industry in general identifies major flaws in the operating system in current use by Customer.

(c) Default. Notwithstanding the foregoing, each party shall have the right to terminate the Maintenance and Support (i) upon thirty (30) days prior written notice to the other party if such other party has materially breached the provisions of this Agreement and has not cured such breach within such thirty (30) days notice, or (ii) immediately upon notice to the other party in the event the other party (A) files a voluntary petition in bankruptcy under the United States Code (Bankruptcy Code), (B) is adjudicated bankrupt, (C) has filed against it a petition in bankruptcy which is not discharged within thirty (30) days from the date of such filing, (D) becomes insolvent or makes an assignment for the benefit of its creditors or any other arrangements pursuant to any bankruptcy law, (E) discontinues its business or is appointed a receiver for it or its business, or (F) takes steps to liquidate, reorganize or otherwise dissolves.

(d) Termination of Software License Agreements. Notwithstanding the foregoing, the Maintenance and Support shall terminate immediately upon termination of the Software License Agreement.

(e) Rights and Obligations Upon Termination. Upon the termination of the Maintenance and Support, whether upon expiration of a Term or the occurrence of an event as described above, each party shall return to the other all Confidential and Proprietary Information and all other data, materials and other properties of the other party then in its possession, with the exception of the Software and any upgrades, enhancements or new releases for the Software, which Customer may retain pursuant to the terms of the Software License Agreement.

10. **Miscellaneous.**

(a) Entire Agreement. This Agreement, including the recitals to this Agreement and the Schedules attached to this Agreement, each of which are incorporated herein by this reference, constitutes the entire agreement between Perceptive Software and Customer concerning the subject matter hereof and supersedes all proposals, agreements, undertakings and understandings, oral or written, between the parties on the subject matter of this Agreement.

(b) Applicable Law. This Agreement shall be governed by the laws of the State of Kansas, without reference to principles of conflicts of law.

(c) Taxes. Customer shall be responsible for the payment of all applicable taxes in connection with the license of the Software and provision of other products and services as provided in this Agreement, except for any tax based on Perceptive Software's net income.

(d) Severability. Any invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of any other of its provisions.

(e) Notices. Except as otherwise may be provided in this Agreement, any notices, demands or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by certified mail, postage prepaid, to the address of the parties first set forth above, or to such other address as a party may provide to the other in the manner provided herein.

(f) Cumulation of Remedies. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

(g) Waiver. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented to such term or provision. A waiver of any provision of this Agreement shall not constitute a waiver of any other provision of the Agreement, nor shall any waiver constitute a waiver of any default previously or later occurring.

(h) Assignment. Each party represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party. Neither party shall assign or subcontract all or any part of this Agreement or any interest herein, without the other party's prior written consent; provided, however, that Perceptive Software, upon written notice to Customer, may assign this Agreement or any right or obligation hereunder to any person or entity acquiring all or substantially all of the assets of Perceptive Software and continuing the business of Perceptive Software. This Agreement shall inure to the benefit of and be binding upon any permitted successor or assign of the parties.

(i) Continuing Obligations. The terms and conditions of the Software License Agreement and Sections 1, 6, 8, 10(b) and 10(n) of this Agreement shall survive any termination or expiration of this Agreement and shall be fully enforceable thereafter.

(j)   Relationship of the Parties. Nothing contained in this Agreement will be construed to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied on behalf of the other party.

(k)   Force Majeure. The parties shall be excused from performing any obligation or undertaking provided in this Agreement in the event and/or so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, actions of the elements, war invasion, terrorism, insurrection, riot, mob violence, sabotage, inability to procure equipment, facilities, materials or supplies in the open market, failure of power, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of government or civil or military authorities, or any other cause, whether similar or dissimilar to the foregoing, which is not within the reasonable control of the parties.

(l)   Source Code Escrow. Perceptive Software has established a Software Escrow Agreement with NCC Escrow International Limited, and has deposited a copy of the source code for the Software with NCC Escrow International Limited. Upon execution of this Agreement, Customer may execute the Escrow Agreement directly with NCC Escrow International Limited and thereby become a beneficiary thereof and thereunder; provided, that Customer shall be solely responsible for all fees and other costs associated with its execution of, becoming a party to and remaining a party to the Escrow Agreement.

(m)   Arbitration. The parties agree to submit any dispute under this Agreement to binding arbitration in accordance with the American Arbitration Association Commercial Rules of Arbitration then in force by a sole arbitrator agreed upon by the parties who shall be skilled in the legal and business aspects of software licensing and the dispute; provided, however, that this agreement to submit to arbitration shall not prevent either party from seeking any injunctive or other equitable relief from a court of competent jurisdiction for any breach or threatened breach of this Agreement or the Software License Agreement, including, without limitation, any such relief under Section 6 of this Agreement. Judgment upon the award of the arbitrator shall be final and may be entered in any court having jurisdiction.

(n)   Costs of Litigation. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and costs and expenses of investigation, arbitration and/or litigation.

(o)   Amendments. No amendment, modification or waiver of this Agreement or any provision hereof shall be effective unless it is in writing and signed by a duly authorized representative of each party.

(p)   Headings. The headings and captions of the sections and paragraphs of this Agreement are for convenience of reference only, and are not to be used to modify or interpret this Agreement.

(q)   Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one single agreement between the parties.

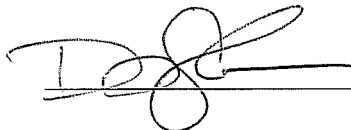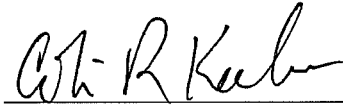[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

PERCEPTIVE SOFTWARE, INC.

Signature: _____

Name: _____Dennis Cunningham_____

Title: _____Sales Director_____

Date: _____6/16/08_____

STATE OF SOUTH DAKOTA

Signature: _____

Name: Colin R. Keeler
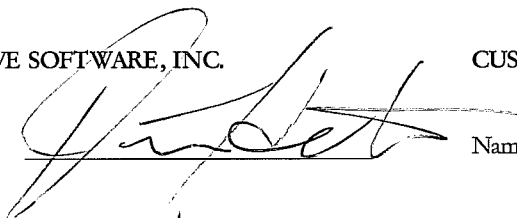
Title: Director of Financial Systems

Date: _____6-13-08_____

PERCEPTIVE SOFTWARE, INC.

Signature: _____

Name: _____TIM HELTON_____

Title: _____EXEC. VICE PRESIDENT SALES + ALLIANCES_____

Date: _____06.16.08_____

CUSTOMER TECHNICAL CONTACT

Name: Shane Mattheis

Title: Financial Systems Analyst

Address: 500 E Capitol Ave, Ste 216

City, St. ZIP: Pierre, SD 57501

Telephone: 605.773.3411

E-mail: Shane.Mattheis@state.sd.us

<u>SCHEDULE A</u>: SUMMARY OF SCOPE AND FEES

SCOPE OF SERVICES

Scope Chart – Software | Capture Hardware

	PROJECT BUSINESS OBJECTIVES
	Attainment of these objectives is primarily dependent upon your internal processes and ongoing business operations. We list them here for reference so that our respective project teams can keep the larger picture in focus.
	• Provide full management services for your ImageNow solution. • Provide a document imaging and workflow system that integrates non-programmatically with Lawson and GEAC. • Streamline the processing of documents across all Divisions within the Bureau of Personnel. • Provide instant, single-click access to documents and content. • Provide a robust set of search tools for users to locate content. • Provide enhanced security features to control access. • Facilitate workflow that is easy to use and configure as business needs change. • Provide ability for an embedded button within Lawson to access documents. • Provide a system that is easy to use for both end-users and administrators. • Provide conversion services from the existing repository.

SE Note	Scope Element	Included in Initial Project	Description
1)	**ACCESS**		
	ImageNow Concurrent-Use Licenses	Yes	50 concurrent-use licenses
	WebNow Concurrent-Use Licenses	Yes	10 concurrent-use licenses
2)	ImageNow Interact for Microsoft Office	Yes	Included, and is equivalent to combined number of ImageNow + WebNow licenses up to 25. ImageNow Document Control Suite required. Available for Microsoft Word 2003 only. 1-500 users
3)	ImageNow Interact for Microsoft SharePoint	No	
4)	ImageNow Interact for ESRI	No	
5)	ImageNow Interact for eCopy	No	
6)	ImageNow Interact for HP	No	
7)	**CAPTURE & EXPORT**		
8)	CaptureNow		
	• CaptureNow File with IP	No	
	• CaptureNow ISIS	Yes	Level 2
	• CaptureNow for Adrenaline	Yes	License required for use with Kofax scan drivers. *CaptureNow for Adrenaline with VRS is strongly recommended for ImageNow DataCapture.*
9)	ImageNow Import Agent	Included	Automated object import and indexing; included in full client.
10)	ImageNow Printer (Client Side)	Included	Print-to-TIFF functionality; included in full client.
11)	ImageNow Mail Agent	No	

12)	**ImageNow Fax Agent**	No	
13)	• ImageNow Fax Agent Bar Code Processing	No	
14)	**ERM Server**	No	
15)	• ERM Processing Server	No	
16)	• ERM Retrieval Server	No	
17)	• ERM APA	No	
18)	• ERM PCL	No	
19)	**ImageNow DataCapture Suite**		
20)	• Processing Server Engine	No	
21)	• First verification station	No	
22)	• Processing Server Engine Volume Increase Unit	No	
23)	• Additional Verification Stations	No	
24)	• ImageNow DataCapture Forms Designer Station	No	
25)	• ImageNow DataCapture Forms Library	No	
26)	**ImageNow Recognition Agent**	No	
27)	**ImageNow Output Agent**	Yes	Pricing is based on aggregate counts of ImageNow + WebNow licenses. for 50-99 users
28)	• DICOM Add-On Module	No	
29)	• PDF Add-On Module	No	
30)	**ImageNow Printer (Server Side)**	No	
31)	**ImageNow EDI Agent**	No	
32)	• One Directional (Any to XML)	No	
33)	• One Directional (Any to XML)	No	
34)	• Bi-Directional (Any to Any)	No	
35)	• Bi-Directional (Any to Any)	No	
36)	• ImageNow EDI to PDF Module	No	
37)	**BUSINESS PROCESS**		
38)	**ImageNow Workflow**	Included	Includes Tasks and Projects functionality.
39)	**ImageNow Document Control Suite**	Yes	Pricing is based on aggregate counts of ImageNow + WebNow + ImageNow Interact licenses. for 25-74 licenses
40)	**ImageNow Worksheets**	Included	Additional service hours may be required.
41)	**ImageNow HL7 Agent** (Server)	No	
42)	• Additional TCP/IP connections	No	
43)	• Standby test server license	No	
44)	**ImageNow Report Server**	Yes	One named user license – Crystal Reports XI Professional. Seven named user licenses – ImageNow Report Server. One-year subscription to ImageNow Report Library.
45)	• ImageNow Report Server –	No	Requires ImageNow Report Server components listed above.

	Additional User Licenses		
46)	• ImageNow Report Library	Yes	First year free with purchase of ImageNow Report Server. Annually renewable subscription.
47)	**PLATFORM**		
48)	**ImageNow Server**	One	Windows 2003
49)	• WebNow Application Server Environment	Yes	
50)	**ImageNow iScript**	Yes	One license per server.
51)	**Content Server** (full-text search)	No	
52)	**Database Connector**	Yes	for Microsoft SQL Server for 50-99 licenses
53)	• Embedded ImageNow SQL database	No	
54)	**ImageNow Message Agent** (Server)	No	
55)	• ImageNow Message Agent Transaction License	No	
56)	**ImageNow User Replication Agent**	Yes	Synchronizes user database on ImageNow Server with domain server.
57)	**Enterprise Service Bus**	No	
58)	**CAPTURE HARDWARE**		
59)	**Model(s):** Canon DR-2580c Canon DR-4010	6 5	
∘	Connection Method	USB SCSI	USB connection for Canon DR 2580c SCSI connection for Canon DR 4010c

Scope Chart – Services

60)	**BASE SOFTWARE DEPLOYMENT SERVICES** **(See Base Software Deployment Costs in Services Price Table.)**		
61)	**Base Software Deployment Services**		
62)	ImageNow Server	One server instance	Perceptive Software leads; State of South Dakota's system administrator observes.
63)	ImageNow Client Deployment	Up to 10 workstations	Perceptive Software leads; State of South Dakota's system administrator observes.
64)	CaptureNow Deployment	Up to two unique scan stations	Perceptive Software leads; State of South Dakota's system administrator observes.
65)	**Departments | Locations**		
∘	Initial Department	One department	Personnel Records
∘	Central Server Location	One location	Pierre, South Dakota
∘	Core | Lead User Training	One location	Pierre, South Dakota
66)	**Application Integration**		
67)	Application Manufacturer | Vendor		Lawson
68)	Integration parallel with application implementation	No	
69)	Integration via LearnMode	Up to 10 screen panels	Perceptive Software leads; State of South Dakota's system administrator observes.

70)	**ADDITIONAL DEPARTMENTS**		
	(If to be deployed by Perceptive Software.)		
⊙	Light Scope Department	Personnel Records Department to be deployed by Perceptive Software	Up to: 2 integration points 10 workflow queues 3 workstations loaded 1 Capture Profile Perceptive Software leads; State of South Dakota's team amplifies.
⊙	Light Scope Department	Benefits Department to be deployed by Perceptive Software	Up to: 2 integration points 10 workflow queues 3 workstations loaded 1 Capture Profile Perceptive Software leads; State of South Dakota's team amplifies.
⊙	Light Scope Department	Workers Compensation Department to be deployed by Perceptive Software	Up to: 2 integration points 10 workflow queues 3 workstations loaded 1 Capture Profile Perceptive Software leads; State of South Dakota's team amplifies.
71)	**Miscellaneous**		
72)	Service Scope Influence	**None**	
73)	**ADVANCED SERVICES SCOPE**		
	(See Advanced Technology Services costs.)		
74)	WebNow Application Server Configuration	Yes	Perceptive Software leads deployment on one server; State of South Dakota's system administrator observes.
75)	**ImageNow Agents**		
76)	ImageNow Document Control Suite	Yes	Basic configuration + deployment.
77)	ImageNow Output Agent	Yes	Configuration assistance	Provide first type of output.
78)	ImageNow User Replication Agent	Yes	Basic configuration + deployment.
79)	ImageNow Interact for Microsoft Office	Yes	Basic configuration and deployment of 10 client consoles. Included, and is equivalent to combined number of ImageNow + WebNow licenses up to 25. ImageNow Document Control Suite required. Available for Microsoft Word 2003 only.
80)	**ImageNow Workflow Options**		
81)	Workflow for Capture	No	
82)	ImageNow Document Control Suite	Yes	Basic configuration + deployment.
83)	ImageNow Report Server	Yes	Basic configuration + deployment.
84)	**Scripting Options**		
85)	Support for Basic iScripts	3	**Example:** Re-index current workflow item (with an in-script on a queue) based on index values or text file lookup.
86)	Support for Medium iScripts	1	**Example:** Update to third-party database, using customer-provided SQL statements, procedures or functions.
87)	Database Connector	Yes	Configure + deploy for Microsoft SQL Server.
88)	ImageNow User Replication Agent	Yes	Basic configuration + deployment.

89)	**Miscellaneous**		
90)	Bar Code Processing	No	
91)	Service Scope Influence	No	
92)	**ENTERPRISE SCOPE DEPLOYMENT PLANNING** **Additional planning can be provided to assist with large-scale ImageNow deployments.** **Required for all deployments with multiple locations.**		
93)	Infrastructure Planning Input	No	
94)	End-user Training Planning Input	No	
95)	Rollout | Deployment Planning Input	No	
96)	**TEST ENVIRONMENT**		
97)	Test Deployment Services	Yes	Copying of database and directory structure from one environment to another, installation of components currently purchased, and applicable testing.
98)	Free	Included	⊚ **Annual support services:** No charge ⊚ **Length of license:** One year, renewable annually ⊚ **OS platform:** Equivalent to current platform ⊚ **Embedded ImageNow database:** No charge ⊚ **RDBMS Database Connector:** No charge ⊚ **Object storage limit:** 50,000 objects ⊚ **Licensing:** Five ImageNow seat licenses; five WebNow licenses ⊚ **CaptureNow licenses:** Up to five (if currently licensed; excludes Kofax hardware)
99)	Fee Based	No	
100)	**FAILOVER ENVIRONMENT**		
101)	Failover Deployment Services	No	
102)	Failover Deployment	No	
103)	**OBJECT CONVERSION**		
104)	Conversion Option	Scenario B	Refer to Supporting Materials section for *Conversion/Migration Services* brochure. (State of South Dakota choice required.)
105)	**TRAINING**		
106)	ImageNow System Administrator Training (ISAT)	Required	State of South Dakota's system administrator attends the four-day course in Kansas City prior to deployment.
107)	Administrator-level users to be trained	1-2 users	Onsite train-the-trainer approach
108)	ImageNow core users to be trained	5 users	Onsite train-the-trainer approach
109)	Advanced ImageNow Server Administration Training (AISAT)	No	Four-day course in Kansas City
110)	Advanced Workflow Training (AWT)	No	Four-day course in Kansas City
111)	Advanced Scripting Training (AST)	No	Four-day course in Kansas City
112)	Advanced ImageNow DataCapture Forms Designer Training (AIDFDT)	No	Three and one half-day course in Kansas City
113)	**Miscellaneous**		
114)	Service Scope Influence	None identified	

115)	MANAGED SERVICES		
116)	Managed Services	Yes	Refer to *Managed Services* brochure for details.

Professional services fees and software costs are based on the scope outlined in this proposal. Effective scope management throughout the project and across all levels of the organization helps ensure the success of the project by keeping the costs, timelines, and deliverables in line with this proposal. Any modifications to this scope due to changes in business priorities or requirements may result in additional professional services fees and software costs. All requested changes will be documented on a Scope Change Request Form (see page **Error! Bookmark not defined.**) and agreed to by both parties before any work is performed.

NOTE: We strongly recommend that State of South Dakota implements the initially defined scope per this proposal, and manage additional user requests into subsequent phases to control the initial project costs and deployment timeframes. Seemingly minor additions to the initial project scope may have notable impact on project costs and completion timelines.

Sales Engineering Comments Regarding Scope Elements:

SE Note Ref #	Comment
# 8	We are recommending 1 CaptureNow ISIS license to leverage your existing Kodak i260 machine that already uses an ISIS driver. For the other scanners we are recommending Kofax Adrenaline.
# 27 and # 50	The Output Agent and 1 iScript are being proposed in order to handle bulk printing of images out of ImageNow. The Output Agent is what allows us to do the mass export of documents, and the iScript is what will be used to set up the configuration of how that will work.

Many of our product's capabilities have been reviewed during our presentations, demonstrations and discussions. The preceding Scope Chart specifically outlines the elements and services as proposed for the initial rollout of the technology contemplated by this proposal. The Scope Chart and the corresponding services costs have been approved by Sales Engineering.

Sales Engineer: Katie Hackman **Date:** June 10, 2008

IMAGENOW COST PROPOSAL – PRICING SUMMARY

This licensing illustration assumes 50 ImageNow concurrent-use licenses and 10 WebNow concurrent-use licenses. All components are modular – Please refer to the additional pricing options that follow.

Note: ImageNow full-client, concurrent-use licenses will technically support an unlimited number of users. Concurrent-use licenses allow customers to install ImageNow on an unlimited number of PCs; however, as proposed here, only 50 users are allowed to be logged on to ImageNow at any one time. The ImageNow full client provides the entire range of user functionality.

WebNow licenses will technically support an unlimited number of users. WebNow licenses allow customers to use WebNow from an unlimited number of workstations; however, as proposed here, 10 users are allowed to be logged on to WebNow any given point in time. WebNow provides for user functionality to view, print or route (via ImageNow Workflow) and may be ideal for users who do not perform scanning or administrative processes.

Product & Service Description	Monthly Recurring Charges (MRCs)	Annually Renewable Charges (ARCs) (First-year charges shown)	Non-Recurring Charges (NRCs)
A. Software Licenses			$ 151,060
B. Capture Hardware			$ 31,235
C. Supported Test Environment			Included
D. Professional Services			$ 136,068
E. Training and Subscription Services			$ 3,975
F. Software Maintenance & Support		$ 28,541	
G. Managed Services		$ 15,106	
Subtotals (First-year ARCs, NRCs)		**$ 43,647**	**$ 322,338**
Grand Total (First-year ARCs + NRCs)			**$ 365,985**

Pricing is predicated upon the specific Software and Professional Services scope illustrated in this proposal dated June 10, 2008. Please refer to the detail that follows. Any changes to project scope will affect pricing. The following pricing illustration is an example based on the project parameters illustrated in this proposal. Please refer to the Scope Chart beginning on page 7 for details.

Pricing will be adjusted as project scope is adjusted. We realize that all of the project deployment plans may not have been firmly established, so budgets may change as scope parameters change.

Note: Discounts of approximately $ 38,880 have already been applied reflecting quantity discounts for ImageNow | WebNow.

[**Taxes: State of South Dakota shall be responsible for the payment of any applicable sales tax.**]

All payment terms are net 30.

Software License:

- ImageNow functionality as proposed.
- ImageNow is licensed as referenced in <u>Schedule C.</u>
- Once the Software is loaded by user, the terms are accepted, no signature required.
- Software and license keys can be shipped or downloaded upon receipt of Purchase Order or this signed Agreement.
- No down payment is required.
- Software invoiced upon shipment / download availability.

Professional Services

- Services are provided as illustrated in Section 3 of the Agreement and in the Scope Chart in <u>Schedule A</u>.
- Services are provided on a fixed-price basis for project scope as defined in the Scope Chart (<u>Schedule A</u>).
- Services are invoiced at 50% at commencement of project planning, and 50% upon completion of installation.
- Travel and living expenses are invoiced as incurred.
- Services outside the scope illustrated in this Agreement are provided at $1,600 per day.
- Signature on this Agreement allows Perceptive Software to commit project resources.

Software Maintenance & Support:

- Maintenance & Support is provided as illustrated in Section 9 of the Agreement and in <u>Schedule B</u>.

Perceptive Software, Inc.
22701 West 68th Terrace – Shawnee, KS 66226

IMAGENOW COST PROPOSAL TABLE A. SOFTWARE LICENSES

A. Software Licenses	Units	Pricing
ACCESS		
ImageNow full-client, concurrent-use licenses	50[1]	$ 84,000
WebNow concurrent-use licenses	10[2]	$ 21,120
ImageNow Interact for Microsoft Office (Included with ImageNow Document Control Suite. Available for Microsoft Word 2003 only.) 1-500 users	25	Included
CAPTURE & EXPORT		
CaptureNow ISIS Level 2	1	$ 1,495
CaptureNow for Adrenaline (CaptureNow for Adrenaline with VRS strongly recommended for ImageNow DataCapture)	11	$ 16,445
ImageNow Import Agent (Included)	1	Included
ImageNow Printer (client-side, print-to-TIFF, included)	1 per license	Included
ImageNow Output Agent for 50-99 users	1	$ 4,000
BUSINESS PROCESS		
ImageNow Workflow (Included)	Included	Included
ImageNow Document Control Suite Licenses for 25-74 licenses	1	$ 10,000
ImageNow Report Library – Initial Subscription • One named user license – Crystal Reports XI Professional • Seven named user licenses – ImageNow Report Server • One-year subscription to ImageNow Report Library	1	$ 3,000
PLATFORM		
ImageNow Server Software for Windows (For 50-99 users)	1	$ 2,000
ImageNow LearnMode (Included)	1	Included
iScript Workflow Engine (automated workflow support, included)	1	$ 3,000
Database Connector for Microsoft SQL Server for 50-99 licenses	1	$ 4,000
ImageNow User Replication Agent	1	$ 2,000
SUBTOTAL TABLE A		**$ 151,060**

Note: Discounts of approximately $ 38,880 have already been applied reflecting quantity discounts for ImageNow | WebNow.

[Taxes: State of South Dakota shall be responsible for the payment of any applicable sales tax.]

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[1] Discounts have been applied based on quantities licensed.

[2] Discounts have been applied based on quantities licensed.

IMAGENOW COST PROPOSAL TABLE B. HARDWARE

B. Capture Hardware[3]	Units	Pricing
Scanner Model: Canon DR-2580c	6	$ 4,800
Scanner Model: Canon DR-4010	5	$ 14,625
Cable Connector Kit – $200.00 each. *(Required for all CaptureNow ISIS purchases. Includes appropriate cable and SCSI card, if needed, to drive scanner.)*	1	$ 200
VRS 4 Professional for USB Workgroup Scanning	6	$ 6,060
Kofax Adrenaline 650i + VRS Professional *(Includes appropriate cable and SCSI card to drive scanner.)*	5	$ 5,550
SUBTOTAL TABLE B		**$ 31,235**

IMAGENOW COST PROPOSAL TABLE C. SUPPORTED TEST ENVIRONMENT

C. Supported Test Environment	Units	Pricing
Test Environment Support Option 1 *(annual subscription)*	1	Included
SUBTOTAL TABLE C		**Included**

IMAGENOW COST PROPOSAL TABLE D. PROFESSIONAL SERVICES

D. Professional Services[4]	Units	Pricing[5]
Professional Services		
Project Planning + Solution Design + Implementation	Fixed Price	$ 103,308
Object Conversion Services		
Conversion services scenarios described in full in the attached *Conversion/Migration Services* brochure.		
Object Conversion / Migration Scenario B *(State of South Dakota's choice)*	Unit Cost	$ 30,000
Solution Component Development		
Estimated travel expenses – Prudent expense guidelines apply. For budgetary purposes most customers assume $300 per day onsite.	Unit Cost	As Incurred
SUBTOTAL TABLE D		**$ 136,068**

[3] Perceptive Software can accept returns and exchanges on defective or unopened hardware only.

[4] Note: Most customers use their own personnel to integrate with additional screens and to amplify the software and scanning deployments and to configure workflow scenarios beyond the support provided by Perceptive Software. Configuration tools to support expansion are provided upon installation. Your ImageNow system administrator will participate in the initial deployment, will learn by observance and may amplify the deployment as needs arise.

[5] Services are billed at $1,600 per day

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IMAGENOW COST PROPOSAL TABLE E. SOFTWARE MAINTENANCE & SUPPORT

E. Software Maintenance & Support			Units	Pricing
Software Maintenance and Support equals 18% of the total discounted license price.			Year 1[6]	$ 28,541
SUBTOTAL TABLE E				$ 28,541
F. Training and Subscription Services			Units	Pricing
ImageNow System Administrator Training (ISAT) (Required course)	1 student 2-4 students 5+ students	$1,495 $1,295 / each $ 795 / each	5 students	$ 3,975
SUBTOTAL TABLE F NRCS				$ 3,975
Subscription to ImageNow Report Library[7] *(Annually renewable.)*			1	$2,000
SUBTOTAL TABLE F ARCS				$1,000

[1] Perceptive Software can accept returns and exchanges on defective or unopened hardware only.

[1] Note: Most customers use their own personnel to integrate with additional screens and to amplify the software and scanning deployments and to configure workflow scenarios beyond the support provided by Perceptive Software. Configuration tools to support expansion are provided upon installation. Your ImageNow system administrator will participate in the initial deployment, will learn by observance and may amplify the deployment as needs arise.

[1] Services are billed at $1,600 per day

[1] For customers already using Crystal Reports and not currently purchasing the ImageNow Report Server.

Services are provided on a fixed price basis – for those services specifically illustrated in the deployment Scope Chart. Any services not listed, or in addition to those listed will be invoiced at the fixed-price billing rate of $1,600 per day.

IMAGENOW COST PROPOSAL TABLE G. MANAGED SERVICES

G. Perceptive Software Managed Services	Units	Pricing
Perceptive Software Managed Services equals 10% of the total discounted license price.	Year 1[8]	$ 15,106
SUBTOTAL TABLE G		$ 15,106

[Taxes: State of South Dakota shall be responsible for the payment of any applicable sales tax.]

[6] Software Maintenance and Support may be renewed annually at 18% of the published discounted pricing schedule.

[7] For customers already using Crystal Reports and not currently purchasing the ImageNow Report Server.

[8] Managed Services may be renewed annually at 10% of the total discounted license price.

<u>SCHEDULE B</u>: SOFTWARE MAINTENANCE AND SUPPORT SUMMARY

1.   Maintenance and Support Includes

ImageNow® Maintenance and Support customers have access to:

(a)   Support for published and released standard product functionality

(b)   Toll-free access to the Perceptive Software Product Support, 24 hours a day, 7 days a week, 365 days a year, excluding U.S. federal holidays, provided in the following manner: (i) calls between 7 A.M. and 7 P.M. Monday through Friday, excluding U.S. federal holidays, are answered by the Perceptive Software Product Support group and will be responded to within two (2) hours; (ii) after hours calls, excluding calls made during U.S. federal holidays, to the Perceptive Software Product Support group, are received by Perceptive Software's call center, which routes calls based on emergency or non-emergency conditions with emergency calls routed to Perceptive Software's on-call personnel and responded to within two (2) hours, and non-emergency calls to Perceptive Software Product Support Engineering with response by 10 a.m. on the next business day.

(c)   Customer-specific support call history logs are available upon request, including call reports with caller, time of incident, summary description, detailed description, priority, confirmation of product version, Product Support Engineer name, and complete resolution description.

(d)   FAQ and knowledge base facilities available via the ImageNow® support web site for non-emergency or after-hours support

(e)   Periodic upgrades, enhancements, updates and standard version releases of the Software providing corrections to defects, minor bugs, and, at the discretion of Perceptive Software, enhancements providing new functionality to the Software available for download from the downloads area of the Perceptive Software Product Support Portal

(f)   Notification of any new upgrades, enhancements, updates and releases

2.   Perceptive Software Product Support Portal:

The Perceptive Software Product Support Portal (http://support.imagenow.com) permits Customers to:

(a)   Interact with Perceptive Software Product Support Engineers via multiple, interactive channels including chat and screen sharing.

(b)   Download software.

(c)   Access product documentation.

(d)   Search technical knowledgebase.

(e)   Review training course schedules.

(f)   Review course outlines and exercise guides.

(g)   Participate in the ImageNow® User Community forum.

(h)   Subscribe to the ImageNow® newsletter.

Customers require a valid user ID and password to access the Perceptive Software Product Support Portal. E-mail Perceptive Software at support@imagenow.com, or reach the U.S. support line at (800) 941-7460.

3.   Customer Responsibilities

In addition to Customer's responsibilities as set forth in the Master Agreement, the Customer shall be solely responsible, at Customer's expense, to:

(a)   Notify Perceptive Software immediately of any support or maintenance issues.

(b)   Familiarize itself with use of the Perceptive Software Product Support Portal.

(c)   Maintain an efficient and functioning computer network which meets or exceeds the functional specifications required for operation of the Software.

(d)   Maintain the computer equipment upon which the Software runs, interfaces with, and/or relies upon in proper working condition.

(e)   Train users on use of the Software.

(f)   Apply new releases and upgrades in a timely manner.

(g)   Designate a key contact for maintenance and support communications.

SCHEDULE C: IMAGENOW PRODUCT SUITE END-USER LICENSE AGREEMENT

IMAGENOW PRODUCT SUITE LICENSE AGREEMENT

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(d) Agent Licensing. The agent components of the Software may be used only on the number of computers owned, leased, or otherwise controlled by you (or in the event of the inoperability of a computer, on a backup computer selected by you) equal in number to the number of agent seat licenses of the Software which you have purchased and may be used only with the server component of the Software licensed, together with such seat licenses, by this License Agreement. No use of the Software on any additional computers, on two or more computers or use in a local area network or other network either in a multi-launch or remote sharing environment is permitted without separate authorization and the payment of additional license fees.

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(g) Overdraft. An overdraft feature may be included with the concurrent license model and the transaction license model of the Software. The overdraft feature must be annually renewed. If you license the Software with the overdraft feature, by accepting the overdraft capabilities of the Software license you agree to pay an annual fee for the overdraft capability, provide quarterly reports to Licensor detailing the number of times the overdraft feature was used within such quarter, and pay to Licensor with such quarterly reports the overdraft fees associated with such license overdrafts. The quarterly reports and payment of associated overdraft fees must be received by Licensor within 30 days following the last day of each calendar quarter. Your failure to timely provide such reports or pay such overdraft fees will be a breach of a material term of this License Agreement, permitting Licensor to terminate this License Agreement.

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FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO 90 DAYS OR TO THE SHORTEST PERIOD PERMITTED BY APPLICABLE LAW WHICHEVER IS GREATER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

7. Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY AS PROVIDED IN THIS LICENSE AGREEMENT OR IN ANY MASTER AGREEMENT BETWEEN YOU AND LICENSOR CONCERNING THE SOFTWARE, NEITHER PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY UNDER THIS LICENSE AGREEMENT FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS LICENSE AGREEMENT, THE SOFTWARE OR THE USER DOCUMENTATION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL EXCEED THE LICENSE FEES ACTUALLY PAID BY YOU TO LICENSOR FOR THE USE OF THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY UNDER THIS LICENSE AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

8. Indemnification. You agree to indemnify, defend and hold harmless Licensor and its officers, directors, members, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys' fees, asserted by any third person or entity, arising out of or relating to (a) the improper use or the modification by you or anyone under your control of the Software or User Documentation or any work or combination of products resulting in the infringement of any patent, copyright, trade secret or trademark or proprietary rights or other rights of any third party, (b) your breach of any term of this License Agreement or (c) your willful misconduct or negligent acts or omissions.

9. Intellectual Property. You recognize Licensor's ownership in and title to the trademarks and/or service marks IMAGENOW, IMAGE NOW, WEBNOW, FAXAGENT and PERCEPTIVE SOFTWARE, including any and all common law and registered rights throughout the world (hereinafter the "Trademarks"). You also recognize Licensor's ownership in and to any and all copyrights, patents, trade dress, trade secrets and/or any other intellectual property rights related to the Software and the User Documentation (hereinafter "Intellectual Property Rights"). No right, license or interest is granted for any Intellectual Property Right unless expressly provided herein, and Licensor reserves all rights therein. No right, license or interest in or to any of the Trademarks is granted hereunder, and you agree that you shall assert no such right, license or interest with respect to such Trademarks. Furthermore, you shall not contest the validity of any of the Trademarks or Intellectual Property Rights, claim adversely to Licensor any right, title or interest in and to the Trademarks or Intellectual Property Rights and shall not use, register, apply to register or aid a third party in registering the Trademarks or Intellectual Property Rights during the term of this License Agreement or any time thereafter. If Licensor considers it advisable to record you as a licensee of the Trademarks, you agree to cooperate in such procedure and to execute any documents submitted to you for this purpose.

10. Notices. Any notice required or permitted under this License Agreement shall be in writing and shall be deemed to have been given forty-eight (48) hours after it has been delivered to a recognized overnight courier or delivery service which provides international service, fees prepaid, addressed to the party for whom it is intended at the address for such party as last provided to the other.

11. Governing Law. This License Agreement shall be construed and governed in accordance with the internal laws of the State of Kansas, U.S.A. without regard to its rules of conflict or choice of law provisions that would require the application of the laws of any other jurisdiction. The parties hereto agree to submit to the exclusive jurisdiction and venue of the District Court of Johnson County, Kansas, U.S.A. and the Federal District Court of Kansas located in Kansas City, Kansas, U.S.A for any matter arising under or related to this License Agreement. In each case, this License Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods. If you acquired the Software in any country other than the United States, local law may apply.

12. Costs of Litigation and Arbitration. If any action is brought by either party to this License Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and costs and expenses of investigation, litigation and arbitration.

13. Severability. Should any term of this License Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

14. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

15. Export Laws. You acknowledge that the export laws and regulations of the United States and other relevant local export laws and regulations apply to the Software, the User Documentation and other technical data provided to you under this License Agreement. You further agree that neither the Software nor any such technical data, nor the direct product thereof, will be exported outside the country in which this license to use the Software is initially sold or delivered without the prior written consent of Licensor. You agree that such export control laws govern your use of the Software and any services provided to you in connection with your license of the Software, and you agree to comply with all such export laws and regulations (including, without limitation, "deemed export" and "deemed re-export" regulations). You further agree and certify that you will not export outside the country in which this license to use the Software is initially sold or delivered, directly or indirectly, the Software or any data, information and/or materials resulting from services provided to you in connection with your license of the Software (or any direct product thereof) in violation of such laws or regulations, and you will not use the Software or such other data, information or materials for any purpose prohibited by such laws or regulations, including, without limitation, nuclear, chemical or biological weapons proliferation, or development of missile technology. Without limiting the generality of the foregoing, neither the Software nor the accompanying User Documentation may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods or (b) to anyone on the United States Treasury Department's list of Specially Designated Nations, the United States Treasury Department's list of Specially Designated Nationals, Terrorists and Narcotics Traffickers, the United States State Department's Proliferation Entity List or the United States Commerce Department's Table of Denial Orders. You agree and certify that you are not located in, under the control of or a national or resident of any such country nor are you on any such list.

You acknowledge that some countries (including, without limitation, Belgium, China (including Hong Kong), France, India, Indonesia, Israel, Russia, Saudi Arabia, Singapore and South Korea) have restrictions on the use of encryption within their borders or the import or export of encryption even if only for temporary personal or business use, and you further acknowledge and agree that you are ultimately responsible for complying with any and all government export and other applicable laws and that Licensor has no further responsibility after the initial license to you within the country in which this license to the Software is originally sold or delivered.

This License Agreement is subject to the receipt of any approvals and consents as may be required by the United States and foreign governmental agencies and authorities, including, without limitation, the export control laws and regulations of the United States. Licensor shall have no liability to you under this License Agreement as a result of the refusal of the United States or foreign governmental agencies to issue any such necessary approvals or consents for the export of the Software or other technical data provided to you under

this License Agreement.

16. Outside of the United States.

For licensees located in Europe, the Middle-East or Africa (EMEA), this License Agreement will be governed by the substantive laws of the country in which licensee has its principal residence, where that country is (a) a member state of the European Union, (b) a member state of the European Free Trade Association or (c) the Republic of South Africa. For a licensee with principal residence in any other country in EMEA (except South Africa), the applicable law will be the law of England.

The limitations or exclusions of warranties and liability contained in this License Agreement do not affect or prejudice the statutory rights of a consumer, as such may be defined under applicable law, or any applicable mandatory local consumer protection laws.

All of your rights, duties and obligations are subject to the laws of the country in which you acquired the Software license. The limitations or exclusions of warranties, remedies or liability contained in this License Agreement shall apply to you only to the extent such limitations or exclusions are permitted under the laws of the jurisdiction where you are located. If any of the terms of this License Agreement are not permitted under such laws, such terms shall be modified and enforced to the maximum extent as authorized under such laws.

If you are using the Software outside of the United States, you are responsible for complying with any local laws in your jurisdiction that might impact your right to import, export or use the Software. You represent that you have complied with any regulations or registration procedures required by applicable law to make this License Agreement enforceable. If laws applicable to your use of the Software prohibit this License Agreement from being enforceable, impose any additional burdens on Licensor or confer any rights to you materially different than those of this License Agreement, you are not authorized to use this Software. In such event, you agree to remove and render inaccessible the Software and the User Documentation from your system, return to Licensor all CDs and other media containing the Software, the User Documentation and extracts therefrom, and discontinue all use of the Software and User Documentation.

The following provisions shall apply in the event this license to the Software is initially purchased by or initially delivered to a resident of such respective country for use in such respective country, and shall supersede any provisions of this License Agreement to the contrary.

(i) France. In no event shall Licensor be liable to you, except in respect of (1) death, personal injury or damage to property caused by Licensor's negligence or (2) Licensor's gross negligence or willful misconduct, for an amount in excess of the maximum amount of Licensor's liability as stated in Section 7 by reason of any representation or implied warranty, condition or other term or any duty at law or under the terms of this License Agreement for any consequential loss or damage (whether for loss of profit, business interruption, loss of business information or otherwise) arising out of or in connection with any act or omission of Licensor relating to your use or inability to use the Software.

(ii) Germany. Such warranty provisions contained in this License Agreement are replaced or amended by the statutory provisions governing the substance and remedy of defects of goods to the extent inconsistent with this subsection, provided that Licensor may remedy any substantial defects in the Software at its reasonable discretion by (1) providing a patch, update or replacement product or (2) asking for a return of the Software and User Documentation and canceling this License Agreement. You are entitled to a reduction of the purchase price, if any, or a rescission of this License Agreement only if Licensor fails to remedy the defect after a reasonable period of time. If you alter the Software in any way without the prior written authorization of Licensor, Licensor shall not remedy any defect, and you will be liable for any of Licensor's damages caused by such alteration.

The limitations and exclusions specified in this License Agreement shall not apply to damages intentionally caused by Licensor or caused by Licensor's gross negligence. If, notwithstanding the other provisions of this License Agreement, Licensor is held liable for damages, Licensor shall be liable only for those typical damages that were reasonably foreseeable and which have been caused by a negligent breach of an essential contractual duty by Licensor. The limitations and exclusions specified in this License Agreement shall not apply to any mandatory liability under the German Product Liability Act, to any damage caused by the breach of an

express warranty to the extent that such express warranty was intended to protect the user from the specific damage incurred nor to damages due to loss of life, injury or prejudice to health. In the case of personal injury or damage to property, Licensor's liability is limited to the maximum amount that Licensor will recover under its insurance policies. Licensor is not liable for assured characteristics. The limitations on bringing a legal action set forth in this License Agreement shall not apply in the case of a tort by either Licensor or your or Licensor's respective agents.

You shall comply with all relevant import and export regulations, including those adopted by the Office of Export Administration of the United States Department of Commerce, any competent European Union ("EU") government and German export regulations. You understand and acknowledge that United States, EU and German restrictions vary regularly and that you must refer to then current United States, EU or German regulations.

(iii) Spain. In no event shall Licensor be liable to you, except in respect of death, damage to property or personal injury caused by Licensor's gross negligence or willful misconduct, for an amount in excess of the maximum amount of Licensor's liability as stated in Section 7 by reason of any representation or implied warranty, condition or other term or any duty at law or under the terms of this License Agreement for any consequential loss or damage (whether for loss of profit, business interruption, loss of business information or otherwise) arising out of or in connection with any act or omission of Licensor relating to your use or inability to use the Software.

(iv) United Kingdom. By installing the Software, you are representing that you are not a minor, you have full legal capacity to bind yourself and your employer, if applicable, to this License Agreement and that you are consenting on behalf of yourself and/or as an authorized representative.

The implied warranties of reasonable care and skill and satisfactory quality are hereby disclaimed in addition to those warranties disclaimed in Section 6 above. Licensor shall not be liable to you (in equity, contract, tort, under the Misrepresentation Act 1967 or otherwise) for a representation that is not set forth in this License Agreement. You agree that you have not relied on or been induced by any statement or representation in entering into this License Agreement other than as expressly set forth in this License Agreement.

In no event shall Licensor be liable to you, except in respect of (1) death or personal injury caused by Licensor's negligence, (2) breach of section 12 of the Sale of Goods Act 1979, (3) the Consumer Protection Act 1987, (4) fraud or (5) damage to property or other loss caused by Licensor where such liability limitation is unreasonable under all relevant circumstances, for an amount in excess of the maximum amount of Licensor's liability as stated in Section 7 by reason of any representation or implied warranty, condition or other term or any duty at law or under the terms of this License Agreement for any consequential loss or damage (whether for loss of profit, business interruption, loss of business information or otherwise) arising out of or in connection with any act or omission of Licensor relating to your use or inability to use the Software.

17. Arbitration; Dispute Resolution.

(a) Inside the United States. Any and all disputes that may arise between you and Licensor under or in connection with this License Agreement, except for claims for injunctive relief, shall be submitted to final and binding arbitration heard by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (the "AAA") unless otherwise agreed in writing by the parties. Any counterclaim not brought within 15 days after receipt of the arbitration notice shall be barred. All matters within the scope of the Federal Arbitration Act (9 U.S.C. Sections 1 et seq.) shall be governed by it. The arbitration shall be conducted in any AAA arbitration facility in the Kansas City, Kansas, U.S.A. metropolitan area. The arbitration shall be conducted in the English language. The award shall include a written statement of findings of fact and conclusions of law and the reasons on which it is based. It also shall include an award of legal fees, costs and expenses, including reasonable attorneys' fees and the arbitrator's fees and expenses, to the prevailing party. Subject to any terms contained in this License Agreement limiting or excluding damages, the arbitrator may award any relief that the arbitrator deems proper, including, without limitation, equitable relief, provided that the arbitrator shall not have authority to award exemplary, special or punitive damages. The award shall be enforceable in any court of competent jurisdiction. The terms of this

Section shall continue in full force and effect subsequent to and notwithstanding the termination of this License Agreement.

(b) Outside the United States. All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this License Agreement shall be settled by arbitration in accordance with UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be the International Chamber of Commerce ("ICC") acting in accordance with the rules adopted by the ICC for this purpose, and the place of arbitration will be the Kansas City, Kansas, U.S.A. metropolitan area. There shall be only one arbitrator. The award shall be in law and not in equity and shall be final and binding on the parties. The parties hereto irrevocably agree to submit all matters and disputes arising in connection with this License Agreement to arbitration in the Kansas City, Kansas, U.S.A. metropolitan area. The language of arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in any country or region.

18. Miscellaneous. No amendment, modification or waiver of this License Agreement or any provision hereof shall be effective unless it is in writing and signed by a duly authorized representative of you and Licensor. This License Agreement, together with any Master Agreement concerning the Software between Licensor and you, represents the entire agreement between Licensor and you concerning the Software and User Documentation, and any and all other prior agreements, representations, statements, negotiations and undertakings with respect to such subject matter, are terminated and superseded hereby; provided, however, that in the event of any conflict between the terms of this License Agreement and any such Master Agreement, the terms of this License Agreement shall control.

Upon thirty (30) days written notice, Licensor, at its expense, may enter upon your premises during your regular business hours to audit your use of the Software. You agree to cooperate with Licensor's audit and provide reasonable assistance and access to information. If pursuant to any such audit Licensor discovers any excess unlicensed use of the Software, you agree to pay within thirty (30) days of written notification an amount equal to the sum of (a) the license fees and support and maintenances fees which Licensor would have received if your excess unlicensed use of the Software had been licensed, (b) interest on such fees from the date such additional fees should have been paid at the rate of eighteen percent (18%) per annum or the maximum permitted by law, whichever is lower, and (c) all costs and expenses incurred by Licensor in conducting such audit. If you fail to pay such amount, Licensor may terminate your licenses of the Software and any maintenance and support of the Software. You shall be responsible for any of your costs incurred in cooperating with any such audit.

This License Agreement shall bind and inure to the benefit of the parties, as applicable, and their respective permitted successors and assigns; provided, that you shall not voluntarily or involuntarily in any form or manner assign, sublicense, transfer, pledge, lease, network, rent, loan, distribute or share your license of the Software, User Documentation or other rights under this License Agreement to or with any other person or entity, including, without limitation, any assignment or transfer incident to your merger or consolidation with another entity, any assignment or transfer by operation of law, or any use of the Software or User Documentation to provide hosted services or to operate a service bureau, or to publish, disclose or otherwise display in writing, electronically or otherwise any part of the Software, User Documentation or such other rights without Licensor's prior written consent in each such instance. Any such assignment, sublicense, transfer, pledge, lease, network, rental, loan or sharing of your license or any other rights under this License Agreement absent Licensor's prior written consent shall be void and of no force or effect and, as will any such publication, disclosure or display, shall cause the immediate termination of this License Agreement and your license and rights under this License Agreement Except for actions for nonpayment or violation of Licensor's rights in the Software, Trademarks or Intellectual Property Rights, no action, regardless of form, arising out of or relating to this License Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

Except as otherwise provided in this License Agreement, all remedies of the parties hereunder are non-exclusive and are in addition to all other available legal and equitable remedies.

Neither party shall be responsible or liable for failure to fulfill its obligations under this License Agreement

(except for payment of any purchase price or other fees) due to any major unforeseeable event beyond the control of, and not caused by the fault or negligence of, such party or its agents, including, without limitation, an act of God, fire, earthquake, flood, explosion, action of the elements, war invasion, terrorism, insurrection, riot, mob violence, sabotage, inability to procure equipment, facilities, materials or supplies in the open market, failure of power, failure of transportation, strike, lockout, action of labor unions, condemnation, requisition, law or order of government, civil or military authorities; provided that the party failing to perform in such event shall promptly resume or remedy, as the case may be, the performance of its obligations hereunder, as soon as practicable.

The headings and captions of the sections and paragraphs of this License Agreement are for convenience of reference only and are not to be used to modify or interpret this License Agreement. The terms of Sections 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 and 18 of this License Agreement shall survive the termination of this License Agreement. The controlling language of this License Agreement is English. If you have received a translation of this License Agreement into another language, it has been provided for your convenience only.

The Uniform Computer Information Transactions Act does not apply to this license of the Software.

FIRST AMENDMENT
TO
MASTER AGREEMENT

THIS AMENDMENT ("Amendment") is made to be effective the ___13___ day of June, 2008, by and between Perceptive Software, Inc., a Delaware corporation ("Perceptive Software"), and The State of South Dakota, with offices located at 500 E. Capitol, Suite 216, Pierre, South Dakota 57501 ("Customer").

WHEREAS, Perceptive Software and Customer are the parties to a Master Agreement dated May 30, 2008 (the "Master Agreement"), providing for Perceptive Software's license to Customer of Perceptive Software's ImageNow software (the "Software") and Perceptive Software's provision of certain services to Customer with respect to such software, each as more specifically described in the Master Agreement; and

WHEREAS, Perceptive Software and Customer desire to amend the Master Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Perceptive Software and Customer amend the Master Agreement as follows:

1. Indemnification. Section 8(a), Indemnification by Perceptive Software, is amended by inserting as the final sentence the following: "This section does not require Perceptive Software to be responsible for or defend against claims or damages arising solely from errors or omissions of any of the Customer Parties."

Section 8(b), Indemnification by Customer, is deleted in its entirety and replaced with "[THIS SECTION INTENTIONALLY DELETED]"

Section 8(c), Conditions, is amended by replacing the phrase "the party seeking indemnity" with "Customer".

Section 8(d), Limitation of Liability. The first sentence thereof is deleted in its entirety. Furthermore, the second sentence thereof is amended to read as follows: "Any other terms of this Agreement or the Software License Agreement notwithstanding, Perceptive Software and Customer each acknowledge that any amounts that Perceptive Software is required to pay to a third party which are eligible for indemnification as provided in Section 8(a) above shall be deemed direct damages and shall not be limited by this Section 8(d), notwithstanding the characterization of such damages to such third party."

2. Term and Termination of Maintenance and Support. Section 9(a), Initial Term and Renewal Terms, is amended by inserting the following as the second paragraph thereof:

"By way of explanation, Maintenance and Support begins on the date the Software is invoiced and the first term of Maintenance and Support expires on the anniversary date of the installation of the Software. A renewal notice shall be sent by e-mail or regular mail 30 days before such anniversary date for each subsequent renewal term of Maintenance and Support, and Customer shall have 30 days after the receipt of such notice to pay the Maintenance and Support fee. If such fee is not paid within 30 days after the expiration of the then-current term, a courtesy reminder will be sent to Customer. Customer will receive reasonable notice in the form of reminders of Maintenance and Support fees due before such Maintenance and Support is terminated for Customer's failure to indicate renewal by paying such fees."

Section 9(c), Default, is amended by deleting the word "immediately" in subsection (ii) therein, and inserting the phrase "thirty (30) days written" preceding the word "notice" therein.

Section 9 is further amended by the addition of a new Section 9(e) as follows:

"(e)   Funding Out.   This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the Customer. Termination for any of these reasons is not a default by the Customer nor does it give rise to a claim against the Customer."

With the addition of Section 9(e), the section entitled Rights and Obligations Upon Termination is redesignated as Section 9(f).

3. Miscellaneous. Section 10(b), Applicable Law, is amended by deleting it in its entirety, and replacing with the following: "This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota."

Section 10(h), Assignment, is amended by inserting the following as the third sentence therein: "In such event, Customer shall have the option to terminate the contract upon written notice to the Parties."

Section 10(m), Arbitration, is deleted in its entirety and replaced by the following: "[THIS SECTION INTENTIONALLY DELETED]".

Section 10(n), Costs of Litigation, is deleted in its entirety and replaced with the following: "If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, each party shall bear its own costs, fees and expenses associated therewith."

Section 10 is further amended by the addition of new section (r) thereto, as follows:

"(r)   Worker's Compensation.   Perceptive Software shall procure and maintain worker's compensation and employer's liability insurance as required by South Dakota law."
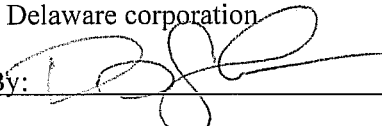
4. Product Suite End-User License Agreement. Any other terms of the Master Agreement or the End-User License Agreement (EULA) to the contrary notwithstanding, the EULA attached as Schedule C to the Master Agreement is amended as follows:

(a)   Section 11, Governing Law, in the EULA is deleted in its entirety and replaced with the following: "This License Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. The parties hereto agree to submit to the jurisdiction and venue of the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota for any matter arising under or related to this License Agreement."

5   No Further Amendments. Except as amended above, the remaining terms of the Master Agreement shall remain unmodified and in full force and effect, and no further amendment, alteration or modification of the Master Agreement shall be valid unless made in writing and executed by or on behalf of Perceptive Software and Customer.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment to the Master Agreement as of the date and year first above written.

Perceptive Software, Inc.,
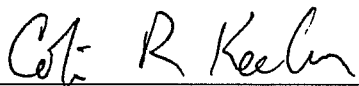a Delaware corporation

By: _____

Name: Dennis Cunningham

Title: Sales Director

By: _____

Name: TIM HELTON

Title: Executive VP Sales & Alliances

State of South Dakota

By: _____

Name: Colin R Keeler

Title: Director of Financial Systems

SECOND AMENDMENT
TO
MASTER AGREEMENT

THIS SECOND AMENDMENT ("Amendment") is made to be effective the _____ day of August, 2010, by and between Perceptive Software, Inc., a Delaware corporation ("Perceptive Software"), and The State of South Dakota, with offices located at State Capitol, Pierre, South Dakota 57501 ("Customer").

WHEREAS, Perceptive Software and Customer are the parties to a Master Agreement dated June 13, 2008, as amended by a First Amendment to Master Agreement dated June 13, 2008 (collectively, the Master Agreement), providing for Perceptive Software's license to the Software and Perceptive Software's provision of certain services to Customer with respect to such Software, each as more specifically described in the Master Agreement; and

WHEREAS, Customer desires that Perceptive Software provide Remote Administration Services, and the parties wish to further amend the Master Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Perceptive Software and Customer amend the Master Agreement as follows:

1. Remote Administration Addendum. The Master Agreement is amended to include therein the terms of the Remote Administration Addendum, attached to this Amendment as Exhibit A, which Addendum shall not require the separate execution by the parties. To the extent that any of the terms of the Remote Administration Addendum conflict with the remaining terms of the Master Agreement, the terms of the Remote Administration Addendum shall control. The fees for such Remote Administration services shall be as set forth in Exhibit C to this Amendment.

2. Platform Services Addendum. The Master Agreement is amended to include therein the terms of the Platform Services Addendum, attached to this Amendment as Exhibit B, which Addendum shall not require the separate execution by the parties. To the extent that any of the terms of the Platform Services Addendum conflict with the remaining terms of the Master Agreement, the terms of Platform Services Addendum shall control. The fees for such Platform Services shall be as set forth in Exhibit C to this Amendment.

3. No Further Amendments. Except as amended above, the remaining terms of the Master Agreement shall remain unmodified and in full force and effect, and no further amendment, alteration or modification of the Master Agreement shall be valid unless made in writing and executed by or on behalf of Perceptive Software and Customer.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment to the Master Agreement as of the date and year first above written.

Perceptive Software, Inc.,
a Delaware corporation

By: _[signature]_

Name: Peter Burns

Title: Sales Director

By: _[signature]_

Name: David Lutz

Title: Vice President

State of South Dakota

By: _[signature]_

Name: Colin R Keeler

Title: Director of Financial Systems

Addendum to Master Agreement: Managed Services – Remote Administration

THIS ADDENDUM TO MASTER AGREEMENT (the "Addendum") is made this _____ day of August, 2010, by and between Perceptive Software, Inc., a Delaware corporation, located at 22701 West 68th Terrace, Shawnee, Kansas 66226 ("Perceptive Software"), and the State of South Dakota with offices located at State Capitol, Pierre, South Dakota 57501 ("Customer").

WHEREAS, Perceptive Software and Customer are parties to a Master Agreement (the "Master Agreement"), pursuant to which Customer purchased licenses for the use of Perceptive Software's ImageNow® software and documentation (the "Software") on the terms and conditions set forth in the End-User License Agreement (the "EULA") referenced in and incorporated into the Master Agreement and accompanying the Software; and

WHEREAS, Customer desires that Perceptive Software provide Customer certain managed services for the administration of the Software, and Perceptive Software desires to provide such managed services pursuant to the terms and conditions of the Master Agreement, as such terms and conditions are supplemented by this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein and for other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1.   **Managed Services – Remote Administration.** Perceptive Software, upon Customer's payment of the fees provided in this Addendum, shall provide Customer with managed services – remote administration for the administration of the Software for the term as provided in Section 4 below and upon the terms and conditions as set forth in the Managed Services – Remote Administration Summary attached to this Addendum as Schedule B (the "Managed Services – Remote Administration"). The fees for the Managed Services – Remote Administration shall be determined and shall be due and payable as provided in Schedule A attached to this Addendum. If Customer fails to timely pay any invoice for Managed Services – Remote Administration, Perceptive Software shall have the right, in addition to any other remedies it may have under this Addendum and the Master Agreement or at law, to suspend its performance of any further Managed Services – Remote Administration without any liability to Customer for any damages suffered by Customer arising from or related to such suspension of performance.

2.   **Responsibilities of Customer.** Customer shall provide Perceptive Software with timely access to Customer's Software environment as required by Perceptive Software to perform the Managed Services - Remote Administration as contemplated in this Addendum and the Master Agreement, and Customer, at Customer's expense, shall provide timely participation of Customer's necessary functional and/or technical staff necessary for the timely delivery of the Managed Services – Remote Administration, shall promptly comply with each of Customer's responsibilities as provided in Schedule B attached to this Addendum, and shall promptly comply with Customer's responsibilities for the IT/IS infrastructure requirements as provided in the Master Agreement, including as provided in Schedule B to the Master Agreement.

3.   **Representations and Warranties.** Perceptive Software represents and warrants that it has the legal right to enter into this Addendum and to provide the Managed Services - Remote Administration to Customer, and that the Managed Services - Remote Administration will be performed in a workmanlike and professional manner, consistent with all applicable statutes, regulations or ordinances, and within applicable industry standards. If Customer is dissatisfied at any point with the performance of the Managed Services - Remote Administration, Customer, within thirty (30) days of the performance of the Managed Services - Remote Administration subject of such dissatisfaction, shall notify Perceptive Software of such dissatisfaction in writing. Upon receipt of such notice, Perceptive Software shall meet with Customer to discuss the problem and, if applicable, will arrange for the performance of such Managed Services - Remote Administration to the warranted level and for the cure of the identifiable defects caused by prior substandard performance to be cured. Except as provided above, Perceptive Software's representations and warranties made with respect to the Managed Services –Remote Administration shall be limited as otherwise provided in the Master Agreement.

4.   **Term and Termination of Managed Services - Remote Administration.**

   (a)   <u>Initial Term and Renewal Terms</u>. Perceptive Software's obligation to provide the Managed Services - Remote Administration shall have an initial term commencing on the date of Perceptive Software's initial invoice to Customer for the Managed Services - Remote Administration, and expiring on the first anniversary of the date of such invoice, and shall renew for additional terms of one (1) year upon Customer's timely payment of the charges for Managed Services – Remote Administration for the next successive renewal term; provided, however, that if Customer has purchased License Subscriptions to use the Software, then the commencement and the duration of the initial term and the renewal terms of the Managed Services - Remote Administration for such License Subscriptions shall coincide with the initial term and the renewal terms of such License Subscriptions (as such initial term and renewal terms are provided in the Subscription Licensing Addendum to the Master Agreement).

   The foregoing notwithstanding, Customer may terminate the Managed Services – Remote Administration at any time following the first (1st) year of the initial term upon thirty (30) days prior notice to Perceptive Software.

   Not less than thirty (30) days prior to the expiration of the then current term, Perceptive Software shall provide Customer, by e-mail or regular mail, a Managed Services - Remote Administration renewal notice and invoice for the charges for the Managed Services - Remote Administration for the next successive renewal term.

   (b)   <u>Default</u>. Perceptive Software shall have the right to terminate the Managed Services – Remote Administration upon ten (10) days prior written notice to Customer if Customer fails to timely pay any charges for the Managed Services – Remote Administration, and thereafter fails to make such payment within such ten (10) day period; provided, that Perceptive Software may immediately terminate the Managed Services – Remote Administration and shall not be required to provide Customer any notice or opportunity to cure upon the second occurrence of Customer's failure to timely pay any such charges during any term. Furthermore, Perceptive Software and Customer each shall have the right to terminate the Managed Services - Remote Administration (i) upon thirty (30) days prior written notice to the other party if such

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other party has materially breached any other provision of the Master Agreement or this Addendum and has failed to cure such breach within such thirty (30) day period, or (ii) immediately upon notice to the other party in the event the other party (A) files a voluntary petition in bankruptcy under the United States Bankruptcy Code, (B) is adjudicated bankrupt, (C) has filed against it a petition in bankruptcy which is not discharged within thirty (30) days from the date of such filing, (D) becomes insolvent or makes an assignment for the benefit of its creditors or any other arrangements pursuant to any bankruptcy law, (E) discontinues its business or is appointed a receiver for it or its business, or (F) takes steps to liquidate or reorganize, or otherwise dissolves.

(c)   Termination of EULA. Any other term of this Addendum or the Master Agreement to the contrary notwithstanding, the Managed Services – Remote Administration shall terminate immediately upon termination of the EULA.

(d)   Rights and Obligations Upon Termination. Upon the expiration or termination of the Managed Services – Remote Administration, Perceptive Software shall have no further obligation to provide the Managed Services – Remote Administration to Customer.

5.   **Miscellaneous.**

(a)   Limitation of Liability. Any other terms of this Addendum or the Master Agreement to the contrary notwithstanding, under no circumstances shall Perceptive Software be liable to Customer or any other person claiming through Customer, whether in contract, tort or otherwise, for any liabilities, damages, losses, costs or expenses arising out of Perceptive Software's addition, update or modification of any data, including metadata, in Customer's applications pursuant to Perceptive Software's provision of the Managed Services - Remote Administration to Customer.

(b)   Addendum. This Addendum supplements and is made a part of the Master Agreement, and each of the terms of the Master Agreement shall apply to the interpretation and application of the terms and conditions of this Addendum. To the extent that any of the terms of this Addendum conflict with any of the terms of the Master Agreement or the EULA, the terms of the Master Agreement or the EULA, as the case may be, shall control.

(c)   Amendments. No amendment, modification or waiver of this Addendum or any provision hereof shall be effective unless it is in writing and signed by a duly authorized representative of each party.

(d)   Headings. The headings and captions of the sections and paragraphs of this Addendum are for convenience of reference only, and are not to be used to modify or interpret this Addendum.

(e)   Counterparts. This Addendum may be executed in counterparts, all of which taken together shall constitute one single agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the date first above written.

PERCEPTIVE SOFTWARE, INC.

Signature _____

Name _____

Title _____

Date _____

PERCEPTIVE SOFTWARE, INC.

Signature _____

Name _____

Title _____

STATE OF SOUTH DAKOTA

Signature _Col. R Keal_

Name _Colin R Keeler_

Title _Director of Financial Systems_

Date _9-10-10_

CUSTOMER TECHNICAL CONTACT

Name _Toni Richardson_

Title _HR Analyst_

Address _500 E. Capitol Ave_

City, ST ZIP _Pierre, SD 57501_

Telephone _605-773-4479_

E-mail _toni.richardson@state.sd.us_

REMOTE ADMINISTRATION SCHEDULE A – PAYMENT TERMS

Please refer to Exhibit C to this Second Amendment to Master Agreement for full price details.

Managed Services – Remote Administration fees shall be invoiced annually in advance; provided, that if Customer has purchased License Subscriptions to use the Software, or if Customer has purchased Platform Services, then the Managed Services – Remote Administration for such Licenses shall be invoiced monthly shall be invoiced monthly in advance. All invoiced amounts are due and payable within thirty (30) days after invoice date, and interest shall accrue on invoiced amounts not paid within such thirty (30) day period at the rate of twelve percent (12%) per annum.

Perceptive Software's determination of the charges for the Managed Services – Remote Administration for each term will be made with reference to Customer's then current deployment of the Software.

Perceptive Software may increase the charges set forth above effective at the beginning of any term for the Managed Services – Remote Administration by providing written notice of such increase to Customer in the renewal notice and invoice for the charges for the Managed Services – Remote Administration for the next successive renewal term. In such event, Customer may elect to not renew the Managed Services – Remote Administration by providing written notice of termination of the Managed Services – Remote Administration to Perceptive Software prior to the end of the then current term for the Managed Services – Remote Administration, or by failing to timely pay the initial charges for the renewal term of the Managed Services – Remote Administration.

Perceptive Software also may increase the charges for the Managed Services – Remote Administration during any such term if Customer extends the use of the Software to additional users or extends the use of the Software to such that the extension changes the current Product Tier. Any such increase in charges will be prorated for the then remaining portion of such term and effective thirty (30) days following Perceptive Software's notice to Customer of such increase.

In the case where this Addendum includes the delivery of Managed Services – Remote Administration to multiple locations and the delivery of such services to any one or more of such locations is delayed definitely or indefinitely due to circumstances beyond the immediate control of Perceptive Software as determined in good faith by Perceptive Software, Customer shall pay such partial fees for those portions of the Managed Services – Remote Administration which are not so delayed. Partial delivery of the Managed Services – Remote Administration in this manner shall not be deemed a breach by Perceptive Software of the terms of this Addendum or the Master Agreement.

REMOTE ADMINISTRATION SCHEDULE B –SUMMARY

1. **Transition to Managed Services – Remote Administration**

(a) During implementation, the Perceptive Software Professional Services and Technical Services teams will document each Customer's solution in an ImageNow scope document. Following implementation Perceptive Software Managed Services team performs the functions, against the defined solution, outlined below in the Managed Services – Remote Administration Administrator Tasks section of this schedule. Customers receiving Managed Services – Remote Administration will not be granted permissions/privileges to perform such Managed Services – Remote Administration Administrator Tasks.

(b) Business hours for Managed Services – Remote Administration are Monday through Friday from 8 A.M. to 5 P.M. (Central Time), excluding U.S. federal holidays. Issues and requests that arise outside of this time frame are handled by Perceptive Software's Product Support team and escalated to the Managed Services team as needed.

2. **Managed Services – Remote Administration Administrator Tasks**

Perceptive Software Managed Services team will perform the following Managed Services – Remote Administration Administrator Tasks:

(a) **Accounts**

- Add, disable or modify user privileges
- Add, disable or modify group privileges

(b) **Drawers**

- Add drawers

(c) **Capture**

- Add new scanners
- Reinstall existing scanners
- Add, modify or delete capture profiles

(d) **Workflow**

- Add, remove or disable queues
- Modify queue properties (alarms, set to allow blank, specify applet to use, etc.)
- Add or modify queue routes
- Add or modify user access
- Add, rename or delete a workspace

(e) **LearnMode**

- Add or modify applets/templates
- Add or modify VB scripts

(f) **iScripts**

- iScript modifications (variables, values)

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- Assistance with scripts publicly available on the Product Support Portal

    (g)   **Annotations**

- Add, modify or disable annotations

    (h)   **Search Queries**

- Add, modify or disable queries

    (i)   **ImageNow Server Agents**
    (Fax, Report, Mail, EOB, ISIR, Recognition, Output, Content)

- Agent configuration or modifications

    (j)   **Other ImageNow Server Tasks**

- Review and archive log files

- Database maintenance assistance

    (k)   **Other WebNow Server Tasks**

- Review and archive log files

3.   Customer Responsibilities

    (a)   Assign a technical lead who is required to attend administrator training.

    (b)   Ensure users are trained and understand the solution, both during and following implementation.

    (c)   Identify in writing a primary contact and secondary contact per department to authorize changes to users, groups, system access and all security modifications.

    (d)   Cause the identified Customer contacts to be responsible for the review and triage of Managed Services – Remote Administration issues before engaging Perceptive Software.

    (e)   Cause the identified Customer contacts to handle all communications with the Perceptive Software Managed Services team, except in emergency situations.

    (f)   Ensure the Customer contacts reference Help documentation before engaging Perceptive Software for administrative assistance.

    (g)   Maintain ownership and responsibility for the infrastructure outside of the ImageNow solution, including system administration, database maintenance, network administration and desktop support.

    (h)   All Managed Services – Remote Administration are performed in the administration and support of the defined ImageNow solution.

    (i)   Setup and maintain a VPN or private line connection, at Customer's cost and expense, from primary Customer location to Perceptive Software.

4.   Additional Considerations

The following considerations apply to Managed Services – Remote Administration:

(a)   New ImageNow product installations or additional functions (host applications, workflow, departments, etc.) require planning and Professional Services, provided subject to the terms of the Master Agreement, including Professional Services fees and payment terms.

(b)   Scripting, workflow modifications and custom reports require planning and Professional Services, provided subject to the terms of the Master Agreement, including Professional Services fees and payment terms.

(c)   Database conversions and platform migrations require additional planning and Professional Services by the Perceptive Software Managed Services team, which additional services are provided subject to the terms of the Master Agreement, including Professional Services fees and payment terms.

(d)   Administering the following ImageNow components will require Customer's payment of additional Managed Services – Remote Administration fees: ImageNow Message Agent, Enterprise Report Management (ImageNow ERM Server) and ImageNow DataCapture.

(e)   Neither test environments nor management of test environments are included with Managed Services – Remote Administration, but can be added by Customer, subject to planning and Professional Services provided subject to the terms of the Master Agreement, including fees and payment terms, and additional Managed Services – Remote Administration fees.

<div align="center">
Exhibit B

To

Second Amendment to Master Agreement
</div>

<div align="center">
Addendum to Master Agreement: Platform Services
</div>

THIS ADDENDUM TO MASTER AGREEMENT (the "Addendum") is made this _____th_ day of August, 2010, by and between Perceptive Software, Inc., a Delaware corporation, located at 22701 West 68th Terrace, Shawnee, Kansas 66226 ("Perceptive Software"), and the State of South Dakota with offices located at State Capitol, Pierre, South Dakota 57501 ("Customer").

WHEREAS, Perceptive Software and Customer are parties to a Master Agreement (the "Master Agreement"), pursuant to which Customer purchased licenses for the use of Perceptive Software's ImageNow® software and documentation (the "Software") on the terms and conditions set forth in the End-User License Agreement (the "EULA") referenced in and incorporated into the Master Agreement and accompanying the Software; and

WHEREAS, Customer desires that Perceptive Software provide Customer's central application environment and associated infrastructure for the use of the Software, and Perceptive Software desires to provide such platform services pursuant to the terms and conditions of the Master Agreement, as such terms and conditions are supplemented by this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein and for other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. **Platform Services**. Perceptive Software, upon Customer's payment of the fees provided in this Addendum, shall provide Customer with the central Software application environment and associated infrastructure and communication services (the "Platform Services") for the term as provided in Section 4 below and upon the terms and conditions as set forth in the Platform Services Summary attached to this Addendum as Schedule B (the "Platform Services Summary"). The monthly recurring charges and non-recurring charges for the Platform Services shall be determined and shall be due and payable as provided in Schedule A attached to this Addendum. If Customer fails to timely pay any invoice for Platform Services, Perceptive Software shall have the right, in addition to any other remedies it may have under this Addendum and the Master Agreement or at law, to suspend its performance of any further Platform Services without any liability to Customer for any damages suffered by Customer arising from or related to such suspension of performance.

2. **Responsibilities of Customer**.

   (a) Computing and Networking Resources. Customer shall be solely responsible, at Customer's expense, for obtaining and making available the Customer Facilities (as described in the Platform Services Summary attached to this Addendum as Schedule B), and shall assume responsibility for IT/IS infrastructure requirements as provided in the Master Agreement, including as provided in Section 3(h) of Schedule B to the Master Agreement. Perceptive Software shall provide the Customer Facilities and other infrastructure as specifically listed in the Master Agreement or Schedule A attached to this Addendum, if any, and the prices for any such Customer Facilities and

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other infrastructure are set forth in the Master Agreement or Schedule A and are due and payable as provided in the Master Agreement or Schedule A, as the case may be. Customer shall be solely responsible, at Customer's expense, for operating and providing ongoing maintenance for all of the Customer Facilities and such infrastructure.

(b) Access and Work Area. Customer shall provide Perceptive Software with timely access to Customer's facilities and application environment as required by Perceptive Software to provide the implementation and delivery of the Platform Services as contemplated in this Addendum.

(c) Customer Staff. Customer, at Customer's expense, shall provide timely participation of Customer's necessary functional and/or information technology staff necessary for the timely implementation and delivery of the Platform Services as contemplated in this Addendum.

(d) Software Maintenance. Customer acknowledges and agrees that Perceptive Software, subject to Customer's payment of the Software Maintenance and Support fees provided in the Master Agreement, will apply all upgrades, enhancements and new releases of the Software to Customer's Software application environment provided with the Platform Services, and Customer shall timely cooperate with such application of upgrades, enhancements and new releases of the Software.

3. **Representations and Warranties**. Perceptive Software represents and warrants that it has the legal right to enter into this Addendum and to provide the Platform Services to Customer, and that the Platform Services will be performed in a workmanlike and professional manner, consistent with all applicable statutes, regulations or ordinances, and within applicable industry standards. If Perceptive Software fails to meet any of the service commitments for the Platform Services as described in the Platform Services Summary, Customer shall be entitled to service credits as provided in the Platform Services Summary. Except as provided above, Perceptive Software's representations and warranties made with respect to the Platform Services shall be limited as otherwise provided in the Master Agreement.

4. **Term and Termination of Platform Services**.

(a) Initial Term and Renewal Terms. Perceptive Software's obligation to provide the Platform Services shall have an initial term commencing on the date Customer has the ability to log on to the Software environment on the Hosted Services Platform (as the Hosted Services Platform is described in Schedule B, the Platform Services Summary) and expiring on the third (3rd) anniversary of such date, and shall renew for additional successive terms of one (1) year upon Customer's timely payment of the initial invoice for the monthly recurring charges for the Platform Services for the next successive renewal term. Not less than thirty (30) days prior to the expiration of the then current term, Perceptive Software shall provide Customer, by e-mail or regular mail, a Platform Services renewal notice and initial invoice for the charges for the Platform Services for the next successive term.

(b) Early Termination. Notwithstanding the foregoing, but subject to Section 4(e) below, Customer, upon not less than ninety (90) days prior written notice to Perceptive Software, may terminate the Platform Services at any time during the initial term or

any renewal term.

(c) <u>Default</u>. Perceptive Software shall have the right to terminate the Platform Services upon ten (10) days prior written notice to Customer if Customer fails to timely pay any charges for the Platform Services, and thereafter fails to make such payment within such ten (10) day period; provided, that Perceptive Software may immediately terminate the Platform Services and shall not be required to provide Customer any notice or opportunity to cure upon the second occurrence of Customer's failure to timely pay any such charges during any term. Furthermore, Perceptive Software and Customer each shall have the right to terminate the Platform Services (i) upon thirty (30) days prior written notice to the other party if such other party has materially breached any other provision of the Master Agreement or this Addendum and has failed to cure such breach within such thirty (30) day period, or (ii) immediately upon notice to the other party in the event the other party (A) files a voluntary petition in bankruptcy under the United States Bankruptcy Code, (B) is adjudicated bankrupt, (C) has filed against it a petition in bankruptcy which is not discharged within thirty (30) days from the date of such filing, (D) becomes insolvent or makes an assignment for the benefit of its creditors or any other arrangements pursuant to any bankruptcy law, (E) discontinues its business or is appointed a receiver for it or its business, or (F) takes steps to liquidate or reorganize, or otherwise dissolves.

Any other terms of this Addendum or the Master Agreement to the contrary notwithstanding, Perceptive Software's failure to meet any of the service commitments described in the Platform Services Summary shall not be a material breach of this Agreement so long as Customer is granted the service credits as provided in the Platform Services Summary.

(d) <u>Termination of EULA</u>. Any other terms of this Addendum or the Master Agreement to the contrary notwithstanding, the Platform Services shall terminate immediately upon termination of the EULA.

(e) <u>Early Termination Charges</u>. If Customer terminates the Platform Services pursuant to Section 4(b) above, Perceptive Software terminates the Platform Services pursuant to Section 4(c) above, or the Platform Services are terminated pursuant to Section 4(d) above, then Customer shall pay to Perceptive Software early termination charges in an amount equal to fifty percent (50%) of the then current monthly recurring charge for the Platform Services terminated, multiplied by the number of months, or portion thereof, remaining in the then current term of the Platform Services, plus the balance of all billed but unpaid monthly recurring charges and all outstanding non-recurring charges. Customer agrees the actual damages in the event of such termination would be difficult or impossible to ascertain, and that the termination charges in this Section 4(e) are intended, therefore, to establish liquidated damages for such early termination and are not intended as a penalty.

(f) <u>Waiver of Early Termination Charges</u>. Early termination charges shall be waived in the event all of the following conditions are met: (a) Customer and Perceptive Software sign an amendment to this Addendum and the Master Agreement providing for any other Perceptive Software provided Platform Services, in which event all applicable non-recurring charges will be assessed for then new Platform Services; (b) both the

current and the new Platform Services are provided solely by Perceptive Software; (c) the amendment both discontinues the current Platform Services and establishes the new Platform Services; (d) the new Platform Services installation is completed within thirty (30) calendar days of disconnection of the current Platform Services, unless a delay in such installation is caused solely by Perceptive Software; (e) the total value of non-recurring charges and monthly recurring charges for the new Platform Services is equal to or greater than one hundred fifteen percent (115%) of the remaining unbilled non-recurring charges and monthly recurring charges for the current Platform Services; (f) a new minimum service period, if applicable, will go into effect when the term of the new Platform Services begins; and (g) Customer agrees to pay any previously billed, but unpaid monthly recurring charges, and all outstanding non-recurring charges, which are not included as part of the new Platform Services.

(g) Rights and Obligations Upon Termination. Upon the expiration or termination of the Platform Services, Perceptive Software shall have no further obligation to provide the Platform Services, and Customer shall have no further rights to use or access the Hosted Services Platform. Upon Customer's payment to Perceptive Software of all amounts due by Customer to Perceptive Software under this Addendum, and upon Customer's payment to Perceptive Software of Server Migration charges as provided in Perceptive Software's then-current published Price Book, Perceptive Software shall deliver to Customer the Customer's objects/images including metadata then located upon the Hosted Services Platform. Absent Customer's payment of all such amounts within ten (10) days following the termination or expiration of the Platform Services, Perceptive Software may permanently delete such objects/images/metadata from the Hosted Services Platform with no liability or further obligation to Customer with respect to such objects/images/metadata, except as provided under Section 7 of the Master Agreement. Perceptive Software, at its option and upon a separate written agreement between Perceptive Software and Customer, may provide additional customization, reformatting, and other migration/conversion services to Customer related to such objects/images/metadata upon Customer's payment to Perceptive Software of fees for such services at Perceptive Software's then current rates for professional services. Except as otherwise provided in this Addendum and the Master Agreement (including, without limitation, the termination of Customer's License Subscriptions if Customer has purchased a limited subscription license of the Software), the termination of the Platform Services shall not terminate the EULA or Customer's Licenses of the Software, and Customer, subject to Customer's purchase of licenses for any necessary server component of the Software, shall be entitled to install and use the Software on Customer's hardware and in Customer's application environment; provided, however, that such installation and use shall be subject to the terms and conditions of the Master Agreement and of the EULA, and Perceptive Software shall have no obligation to provide any services to Customer with respect to the installation, implementation or execution of the Software on Customer's hardware and in Customer's application environment, except as may otherwise be agreed upon in a separate written agreement between Perceptive Software and Customer.

5. **Miscellaneous.**

(a)   Addendum. This Addendum supplements and is made a part of the Master Agreement, and each of the terms of the Master Agreement shall apply to the interpretation and application of the terms and conditions of this Addendum. To the extent that any of the terms of this Addendum conflict with any of the terms of the Master Agreement or the EULA, the terms of the Master Agreement or the EULA, as the case may be, shall control.

(b)   Amendments. No amendment, modification or waiver of this Addendum or any provision hereof shall be effective unless it is in writing and signed by a duly authorized representative of each party.

(c)   Headings. The headings and captions of the sections and paragraphs of this Addendum are for convenience of reference only, and are not to be used to modify or interpret this Addendum.

(d)   Counterparts. This Addendum may be executed in counterparts, all of which taken together shall constitute one single agreement between the parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the date first above written.

PERCEPTIVE SOFTWARE, INC.

Signature _____

Name _____

Title _____

Date _____

Signature _Colⁱ R Keᵉⁿ_

Name _Colin R Keeler_

Title _Director of Financial Systems_

Date _9-10-10_

PERCEPTIVE SOFTWARE, INC.

Signature _____

Name _____

Title _____

CUSTOMER TECHNICAL CONTACT

Name _Toni Richardson_

Title _HR Analyst_

Address _500 E Capitol Ave_

City, ST ZIP _Pierre, SD 57501_

Telephone _605 - 773 - 4479_

E-mail _toni.richardson@state.sd.us_

Platform Services Schedule A – Payment Terms

Please refer to Exhibit C to this Second Amendment to Master Agreement for full price details.

Platform Services monthly recurring charges shall be invoiced upon execution of this Addendum and thereafter monthly in advance. All invoiced amounts are due and payable within thirty (30) days after invoice date, and interest shall accrue on invoiced amounts not paid within such thirty (30) day period at the rate of twelve percent (12%) per annum. In the event Perceptive Software suspends the Platform Services because of Customer's failure to timely pay an invoice for the Platform Services, Perceptive Software, at its option and as a condition to reinstatement of such services, may require Customer to pay, in addition to payment in full of all past due amounts, a service reconnection charge.

Perceptive Software's determination of the charges for the Platform Services for each term will be made with reference to Customer's then current deployment of the Software.

Perceptive Software may increase the charges for the Platform Services effective at the beginning of any term by providing written notice of such increase to Customer in the renewal notice and invoice for such charges for the next successive renewal term. In such event, Customer may elect to not renew the Platform Services by providing written notice of termination of the Platform Services prior to the end of the then current term for the Platform Services, or by failing to timely pay the initial charges for the renewal term of the Platform Services.

Perceptive Software also may increase the fees for the Platform Services during any such term if Customer extends the use of the Software to additional users, extends the use of the Software such that the extension changes the current Product Tier, or requires the use of additional storage to accommodate additional Customer data, objects/images, or product installation, such increase which will be prorated for the then remaining portion of such term and effective thirty (30) days following Perceptive Software's invoice to Customer for such increase.

In the case where this Addendum includes the delivery of Platform Services to multiple locations and the delivery of such services to any one or more of such locations is delayed definitely or indefinitely due to circumstances beyond Perceptive Software's immediate control as determined in good faith by Perceptive Software, Customer shall pay such partial fees for those portions of the Platform Services which are not so delayed. Partial delivery of Platform Services in this manner shall not be deemed a breach by Perceptive Software of the terms of this Addendum or the Master Agreement.

Platform Services Schedule B : Summary

Platform Services Summary

Perceptive Software will provide, hardware, configuration and operating system software (OS) to provide Customer with access to the Software. Perceptive Software will configure such devices with Internet Protocol ("IP") addresses accessible within Perceptive Software's "On Demand" datacenter facilities for the provision of the Platform Services (the "Hosted Services Platform"). Perceptive Software will supply the IP address, hostname and logon information to the Customer, and reserves the right to change IP address upon notice to the Customer by e-mail or regular mail. Perceptive Software Managed Services will perform any task that requires access to the server console.

Customer's Software application environment will reside in the Hosted Services Platform and shall be made available for IP network access via the Internet. The Hosted Services Platform may be operated by Perceptive Software or by one or more third parties under agreements with Perceptive Software. Perceptive Software will be responsible for management and maintenance of the Hosted Services Platform hardware. Customer will not have physical access to the Hosted Services Platform hardware.

Customer is responsible for providing connectivity between Customer's local network(s) and the Hosted Services Platform. The connectivity option elected by Customer will be of sufficient capacity for the Software's optimization to Customer's satisfaction. Customer has the sole responsibility for installation, testing and operations of facilities, services, equipment and software upon Customer's premises necessary for Customer's use of the Platform Services (the "Customer Facilities"), and for paying all third-party access charges incurred by Customer to access and use the Platform Services. The Platform Services are subject to the licenses of the Software and the storage acquired by Customer, each as described on Schedule A to the Master Agreement.

Upon signing the Master Agreement, Customer and Perceptive Software will indicate a Requested Start Date for the Platform Services. Perceptive Software will make reasonable efforts to meet the Requested Start Date. In no event shall Perceptive Software's failure to provide the Platform Services by the Requested Start Date be a default by Perceptive Software under the Master Agreement, and Perceptive Software shall not be liable to pay Customer any penalties or damages for Perceptive Software's failure to provide the Platform Services by the Requested Start Date.

At Customer's request Perceptive Software will begin a restore of the most recent backup of such data within a mean time of four (4) hours. Customer shall be solely responsible for timely requesting such back-ups and for validating and safe-keeping such back-up copies of its data. Perceptive Software shall not be liable to Customer or to any other person claiming through Customer for any liabilities, damages, losses, penalties, costs or expenses arising out of Customer's failure to request a back-up of data or to validate or keep safe back-up copies of data.

Perceptive Software will make every reasonable effort to notify the Customer of the need to purchase more storage within twenty four (24) hours of overall capacity reaching 85%. Perceptive Software will manage and maintain the operating system (OS) and database. Perceptive Software will manage patches and security patches for the operating system and the database application as they become available and are tested and approved by Perceptive Software. Customer is required to maintain suitable Internet access, workstations and other Customer Facilities necessary for Customer's use of the Platform Services.

Perceptive Software shall retain the title to any and all equipment or other facilities utilized in connection with delivery of the Platform Services other than the Customer Facilities (collectively the "Equipment"), and this Agreement shall not, and shall not be deemed to, convey title to the Equipment to Customer. Customer shall at no time have an option to purchase any of the Equipment. Within ten (10) days from the date of expiration or termination of the term of the Platform Services, Customer, at Customer's cost and expense, shall deliver to Perceptive Software any Equipment in Customer's possession or control, or provide Perceptive Software reasonable written proof that Customer has shipped such Equipment to Perceptive Software.

Customer acknowledges that Customer is solely responsible for the accuracy and completeness of Customer's information located on the Hosted Services Platform. Perceptive Software makes no representation or warranty of any kind, either express or implied, regarding the quality, accuracy or validity of the data and/or information available from or on the Hosted Services Platform. Use of information obtained from or on the Hosted Services Platform or through the interconnecting networks is at the Customer's risk, and Perceptive Software shall not be liable to Customer or to any third party for any liabilities, damages, losses, penalties, costs or expenses suffered by Customer or any third party arising from any inaccuracy, incompleteness or invalidity of any such information or, absent the gross negligence or intentional act or omission of Perceptive Software, any modification, corruption, loss or breach of security with respect to any such information.

Perceptive Software may from time-to-time suspend the Platform Services for routine maintenance or rearrangement of the Equipment. Perceptive Software shall give Customer advance notification of the suspension of the Platform Services. Such suspension of the Platform Services is not considered an out-of-service condition as discussed in the Service Level Summary (set forth below), provided the Platform Services are restored by the end of the period specified in the notification from Perceptive Software. Perceptive Software also may suspend the Platform Services of Customer as otherwise provided in this Addendum and the Master Agreement.

Start of Platform Services

Perceptive Software will provide Customer notice (the "Start of Service Notice") that Customer has the ability to log on to the Software environment on the Hosted Services Platform (the "Actual Start Date"). In no event will the untimely installation or non-operation of Customer Facilities alter the Actual Start Date. If Customer fails to provide Perceptive Software written notice that the Platform Services are in material non-compliance with the applicable service level commitments within two (2) business days after Perceptive Software issues the Start of Service Notice, then Customer shall be deemed to have accepted such Platform Services. Any insufficiency of the connectivity option elected by Customer will not be grounds for Customer's dissatisfaction with the Platform Services activity and performance. If Customer provides Perceptive Software written notice that the Platform Services are in material non-compliance with the applicable service level commitments within such two (2) day period, then Customer and Perceptive Software will work together to bring the Platform Services within such material compliance. If Customer and Perceptive Software are unable to bring the Platform Services within such material compliance within five (5) business days following Customer's notice of material non-compliance, then Customer shall have the option to terminate the Platform Services by delivery of written notice to Perceptive Software within ten (10) days following the expiration of such five (5) day period, in which event Customer will incur the non-recurring charge (as provided in Schedule A to this Agreement), but will not incur any early termination charges. If Customer fails to terminate the Platform Services within such ten (10) day period, then the Platform

Services shall continue for their term and the terms and conditions of this Addendum and the Master Agreement concerning such Platform Services, including monthly recurring charges and early termination charges, will apply.

Use of Platform Services

Customer shall not use the Platform Services or the Hosted Services Platform in any manner which (a) disrupts the normal use of the Hosted Services Platform by Perceptive Software, other customers of Perceptive Software or any other user of the Hosted Services Platform, (b) impacts the privacy, integrity or security of Perceptive Software or such other customers or users, or (c) is legally actionable between private parties, or (d) violates any local, state, federal or international law or regulation. Any such use by Customer of the Platform Services or the Hosted Services Platform is considered to be an abuse of the Hosted Services Platform and cause for immediate termination of the Platform Services by Perceptive Software without providing Customer notice or opportunity to cure such violation, in which event Customer shall pay to Perceptive Software the early termination charges described in Section 4(e) of this Addendum.

Customer shall be the end-user of the Platform Services, and Customer shall not voluntarily or involuntarily in any form or manner, assign, sublicense, transfer, pledge, lease, network, rent, loan, distribute, share or resell the Platform Services to any other person without the prior express written consent of Perceptive Software in each such instance. Customer shall have sole responsibility for maintaining the confidentiality of and preventing the unauthorized use of any secure passwords, and for otherwise preventing any unauthorized access to the Hosted Services Platform from or through the Customer Facilities.

Perceptive Software may require Customer to maintain a secure password for use of the Platform Services. Secure passwords are those that are at least six (6) characters in length contain at least one (1) non-alphabetic character and cannot be found in direct or reverse order in a dictionary, without regard to the language of the dictionary.

Customer shall not use any process, program or tool, in connection with the Platform Services, the Hosted Services Platform or otherwise, for guessing the passwords of Perceptive Software, other customers of Perceptive Software or any other user of the Hosted Services Platform, or for circumventing any security measures of Perceptive Software, other customers of Perceptive Software or any other user of the Hosted Services Platform. Customer shall not use the Hosted Services Platform to make unauthorized attempts to access the systems and networks of others.

Service Level Summary

Service Credits: Customer may obtain service credits if Perceptive Software fails to meet any of the service commitments described in this Service Level Summary. The service credit(s) are limited to the then-current equivalent monthly charge for the Platform Services. In order to receive a service credit, the Customer will notify Perceptive Software Customer Service by opening a trouble ticket within 24 hours of an outage for the Service Availability Commitment (as described below), or within thirty (30) calendar days of any other Service Commitment not met. Perceptive Software must verify the Service Commitment violation described in the trouble ticket. The Customer must submit a written request for a credit, including the trouble ticket number, to Perceptive Software within five (5) days of opening the trouble ticket.

Service Credit Exceptions: Service credits shall not be issued when the Platform Services are unavailable as a result of the following "Excluded Outages": (a) Scheduled Maintenance and Urgent Maintenance (each as described below), (b) interruptions caused by the negligence, error or omission of Customer or other users of the Customer's Services, (c) Customer's applications, equipment, or facilities including the Customer Facilities and Customer's connection to the Internet, (d) acts or omissions of Customer, or any misuse of the Platform Services, (e) reasons of Force Majeure (as defined in the Master Agreement), (f) interruptions from Customer's use of the Platform Services in an unauthorized or unlawful manner or in violation of this Addendum or the Master Agreement, (g) interruptions resulting from a Perceptive Software disconnect for non-payment or an interruption due to improper or inaccurate network specifications provided by Customer, (h) interruptions during any period when Customer or other user has released the Platform Services to Perceptive Software for maintenance or rearrangement purposes, or for the installation of a Customer service order, and/or (i) interruptions during any period when Customer elects not to release the Platform Services for testing and/or repair and continues to use the Platform Services on an impaired basis.

Scheduled Maintenance: Scheduled Maintenance shall mean any maintenance of the Hosted Services Platform: (a) of which Customer is notified thirty six (36) hours in advance; and (b) that is performed during a standard maintenance window from 12 AM to 4 AM. (Central Time); and/or (c) that is performed during an agreed upon maintenance window. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by email. It is Customer's obligation to make sure Perceptive Software has Customer's correct contact information.

Urgent Maintenance: Urgent Maintenance refers to efforts to correct network conditions that are likely to cause a material outage of the Platform Services and that require immediate action. Urgent Maintenance may degrade the quality of the Platform Services, including possible outages. Such effects related to Urgent Maintenance shall entitle Customer to service credits as set forth in this Service Level Summary. Perceptive Software may undertake Urgent Maintenance at any time deemed necessary and shall provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

Service Availability Commitment: Perceptive Software's Service Availability Guarantee is to provide Customer the Platform Services with uninterrupted Internet Protocol (IP) access to the Hosted Services Platform 99.9% of the time. Furthermore, Perceptive Software will provide adequate Hosted Services Platform hardware and operating system health to meet stated uptime.

Calculation: Platform Service availability consists of the number of minutes in a month that the Platform Services were available less unavailable minutes due to a Platform Services outage. A Platform Services outage shall not include an Excluded Outage or any inability of Customer to access or interact with the Software arising from Customer's failure to meet any Customer responsibilities provided in this Addendum and the Master Agreement, or from any matter which may be resolved through the Software Maintenance and Support provided with respect to the Software.

The calculation for Service Availability is: 100 * (1 - <u>Sum of Outage Duration</u>)

                                                   Total Available Time

Service Availability Remedy: In the event that, for a particular month, the Service Availability falls below the commitment noted above, Customer may receive a credit for the Platform Services affected for such month in accordance with the following calculation:

20% * (Current Equivalent Monthly charge – Any Credit for other remedies applied for that particular Platform Service)

Example: Outage of 2.5 hours or 150 minutes in April

                April has 43,200 minutes (30 days * 24 hours * 60 minutes)

                Service Availability is: 100* (1-150/43200) = 99.65%

                Customer's service with the outage has a $500 equivalent monthly fee

                Credit: 20% * ($500) = $100

Data Delivery Commitment: Perceptive Software Data Delivery Commitment is average round-trip transmission of 10 milliseconds or less between Perceptive Software's designated backbone network routers ("Hub Routers").

Notification Commitment: If requested by Customer, Perceptive Software will notify Customer within fifteen (15) minutes of a Services outage via e-mail (to pager) notification services.

Notification Commitment Process: Perceptive Software will monitor connections. An outage is defined as any fifteen (15) consecutive minutes where the connection is unavailable. If an outage is determined, Perceptive Software will generate an email notification to Customer. Customer is responsible for providing their own pager(s), a suitable email-pager gateway, and up to two (2) corresponding email addresses.

Response and Repair Time Commitment: Perceptive Software will respond to Customer service requests within a specified time as outlined below after a trouble ticket has been opened with Perceptive Software's Customer Service Department by Customer's designated point of contact.

The service credits as provided above are Customer's sole and exclusive remedy in the event of Perceptive Software's failure to meet any of the service commitments provided in this Addendum and the Master Agreement, and any other terms of this Addendum or the Master Agreement to the contrary notwithstanding, any liability of Perceptive Software to Customer or any third party for any failure of Perceptive Software to meet any of such service commitments or to otherwise provide the Platform Services shall not exceed an amount equal to the applicable service credits as provided

above.

These commitments represent Perceptive Software's operational performance objectives, but do not constitute a warranty or guarantee. The Platform Services are subject exclusively to the limitation of warranties as provided in this Addendum and the Master Agreement.

Services are available 24x7x365, however, additional fees may apply outside of normal business hours.

Hardware Failure – Perceptive Software Server(s): Perceptive Software will repair or replace any Perceptive Software Equipment within a mean time of four (4) hours after Perceptive Software's determination that such Perceptive Software Equipment is defective.

OS Recovery: In the event that a Customer requests a complete OS rebuild due to hardware fault, software fault, or if the system is compromised, the OS will be rebuilt as specified in this Addendum and the Master Agreement within a mean time of four (4) hours after receipt. Reinstallation of any additional data, web site content, or applications not listed in the Master Agreement is the sole responsibility of Customer.

Hosted Test Environment: In the event that a Customer utilizes both License Subscriptions and Platform Services, Customer may elect to utilize a Hosted Test Environment, subject to Customer's payment of current fees for such Hosted Test Environment, for the sole purpose of testing product functionality. The Hosted Test Environment shall not be utilized for any load/stress testing, and shall have enforced limitations of (a) 10 concurrent users, (b) 100 GB of storage for the entire environment, and (c) no utilization of any product licenses issued which are not currently installed within Customer's production environment. Customer is required to utilize Perceptive Software Remote Administration services for the Hosted Test Environment, and will pay to Perceptive Software the applicable fees for such services, if Customer currently utilizes Perceptive Software Remote Administration services within the Customer's production environment. Perceptive Software shall not be required to (a) notify Customer of any exceeded storage capacity thresholds, (b) restore Customer data, recover the operating system, or perform any necessary recovery of hardware to such Hosted Test Environment within any minimum required timeframe, or (c) provide any service outage credits to Customer with respect to such Hosted Test Environment.

Exhibit C
To
Second Amendment to Master Agreement

Pricing

Table 1: Monthly Recurring Fees		
Account ID # 155986		
Category	Quantity	Price
Platform Services Offering		
Base Platform Fee	1 Environment	$1,400.00
User Fee	85 Users	$765.00
Remote Admin	85 Users	$1,300.00
TOTAL MONTHLY RECURRING FEES Account ID # 155986		$3,465.00

Table 2: One-Time Fees		
Account ID # 155986	Quantity	Price
SOFTWARE		
Business Process Products		
Document Control Suite	1 License	$.00
Capture and Export Products		
Output Agent	1 Server	$.00
Platform Products		
Database Connector	1 Server	$.00
ImageNow Server	1 License	$.00
SOFTWARE SUBTOTAL		$3,465.00
SOFTWARE MAINTENANCE AND SUPPORT (First year shown)		$.00
SERVICES		
Project Planning + Solution Design + Implementation Estimate	0 hours @ $200.00/hour	$.00
Solution Development Estimate	0 hours @ $250.00/hour	$.00
Advanced Services MS – Data Center Setup	1 Instance	$4,500.00
SERVICES SUBTOTAL		$4,500.00
TOTAL NON-RECURRING FEES Account ID # 155986		$4,500.00